Form (2)

686-b

7.5.2015

THE REPUBLIC OF THE UNION OF MYANMAR

The Myanmar Investment Commission

PERMIT

Permit No. 942 /2015 Date 7th May 2015

This Permit is issued by the Myanmar Investment Commission according to the section 13, sub-section (b) of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Investor/Promoter MS. HO, CHI YING

(b) Citizenship CHINESE

(c) Address FLAT B, 23/F, BLOCK 9, PARC PALAIS, 18 WYLIE ROAD, KOWLOON, HONG KONG

(d) Name and Address of Principal Organization VICTORY BEAM FAR EAST LIMITED, ROOM 3, 23/F, KING PALACE PLAZA, 52A SHA TSUI ROAD, TSUEN WAN, N.T., HONG KONG

(e) Place of incorporation HONG KONG

(f) Type of Investment Business MANUFACTURING OF JEWELLERY PACKAGING PRODUCTS ON CMP BASIS

(g) Place(s) at which investment is permitted PLOT NO. 498, MYAY TAING BLOCK NO. 25, SHWE LIN PAN INDUSTRIAL ZONE, HLAING THAR YAR TOWNSHIP, YANGON REGION

(h) Amount of Foreign Capital US$ 0.571 MILLION

(i) Period for Foreign Capital brought in WITHIN ONE YEAR AND SIX MONTHS FROM THE DATE OF ISSUANCE OF MIC PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 0.571 MILLION

(k) Construction period 1 (ONE) YEAR AND 6 (SIX) MONTHS

(l) Validity of investment permit 30 YEARS

(m) Form of investment WHOLLY FOREIGN OWNED INVESTMENT

(n) Name of Company incorporated in Myanmar JEWEL PAK INTERNATIONAL (MYANMAR) COMPANY LIMITED

Chairman

The Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၉၄၂/၂၀၁၅ ၂၀၁၅ ခုနှစ် မေလ ၇ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ-၁၃၊ ပုဒ်မခွဲ(ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

(က) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် MS. HO, CHI YING

(ခ) နိုင်ငံသား CHINESE

(ဂ) နေရပ်လိပ်စာ FLAT B, 23/F, BLOCK 9, PARC PALAIS, 18 WYLIE ROAD, KOWLOON, HONG KONG

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့် လိပ်စာ VICTORY BEAM FAR EAST LIMITED, ROOM 3, 23/F, KING PALACE PLAZA, 52A SHA TSUI ROAD, TSUEN WAN, N.T., HONG KONG

(င) ဖွဲ့စည်းရာအရပ် HONG KONG

(စ) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် လက်ဝတ်ရတနာထည့်သော ဗူးနှင့် အိတ်အမျိုးမျိုးထုတ်လုပ်ခြင်းလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် ၄၉၈၊ မြေတိုင်းရပ်ကွက်အမှတ် ၂၅၊ ရွှေလင်ပန်းစက်မှုဇုန်၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၀.၅၇၁ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ခွင့်ပြုမိန့်ရရှိသည့်နေ့မှ ၁ နှစ်နှင့် ၆လ အတွင်း

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၀.၅၇၁ သန်း နှင့် ညီမျှသော မြန်မာကျပ်ငွေ

(ဋ) တည်ဆောက်မှုကာလ ၁ နှစ်နှင့် ၆ လ

(ဌ) ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုသည့် သက်တမ်း ၃၀ နှစ်

(ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(ဎ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည်

JEWEL PAK INTERNATIONAL (MYANMAR) COMPANY LIMITED

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

THE REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION
No.1, Thitsar Road, Yankin Township, Yangon

Our ref : DICA-3/FI-1151/2015(626-b) Tel: 01- 658128
Date : 7th May 2015 Fax: 01-658141

Subject: **Decision of the Myanmar Investment Commission on the Proposal for "Manufacturing of Jewellery Packaging Products on CMP Basis" under the name of "Jewel Pak International (Myanmar) Company Limited".**

Reference: Jewel Pak International (Myanmar) Company Limited, Letter dated (27-1-2015).

1. The Myanmar Investment Commission, at its meeting (6/2015) held on (30-4-2015), had approved the proposal for investment in "Manufacturing of Jewellery Packaging Products on CMP Basis" under the name of "Jewel Pak International (Myanmar) Company Limited" submitted by Victory Beam Far East Limited (99 shares) and Mr. Law, Hon Wing (1 share) from Hong Kong as a wholly foreign owned investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to Foreign Investment Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be initial 30 (thirty) years and extendable 10 (ten) years in 2 (two) times commencing from the date of the issuance of MIC permit. The term of the Land Lease Agreement for land and buildings between U Aung Lwin and Jewel Pak International (Myanmar) Company Limited shall be 30 (thirty) years and extendable 10 (ten) years in 2 (two) times from the date of signing of the Agreement subject to the approval of Myanmar Investment Commission. At the expiry of the term of the Lease Agreement, the lessee shall remove its fixtures at its cost on the land and building.

4. The annual rent for the land and buildings shall be US$ 45,719 (United States Dollar forty-five thousand, seven hundred and nineteen only) calculated at the rate of US$ 5.0 per square meter per year of the uncovered area measuring 3,690 square meter and calculated at the rate of US$ 5.5 per

square meter per year of the covered area measuring 4,958 square meter. The rate of the rent shall be revised in view of prevailing land lease rates after every 5 (five) years period and increase of the rent shall not be more than 10 % of the preceding annual rent.

5. In issuing this "Permit," the Commission has granted the following exemptions and reliefs as per Chapter XII, section 27(a), (h), (i) and (k) of Foreign Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project:-

(a) As per section 27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial production;

(b) As per section 27(h), exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(c) As per section 27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(d) As per section 27(k), exemption or relief from commercial tax on the goods produced for export.

6. Jewel Pak International (Myanmar) Company Limited shall have to sign the Lease Agreement for land and buildings with U Aung Lwin. After signing the Agreement, each of (5) copies shall have to be forwarded to the Commission.

7. Jewel Pak International (Myanmar) Company Limited in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum of Association and Articles of Association shall have to be forwarded to the Commission.

8. Jewel Pak International (Myanmar) Company Limited shall use its best efforts for timely realization of works stated in the proposal. If none of such works has been commenced within one year from the date of issue of this "Permit", it shall become null and void.

9. Jewel Pak International (Myanmar) Company Limited has to abide by Chapter X, Rule 58 and 59 of the Foreign Investment Rules for construction period.

10. As per Chapter X, Rule 61 of the Foreign Investment Rules, extension of construction period shall not be allowed more than twice except it is due to unavoidable events such as natural disasters, instabilities, riots, strikes, emergency of State condition, insurgency and outbreak of wars.

11. As per Chapter X, Rule 63 of the Foreign Investment Rules, if the investor cannot construct completely in time during the construction period or extension period, the Commission will have to withdraw the permit issued to the investor and there is no refund for the expenses of the project.

12. The commercial date of operation shall be reported to the Commission.

13. Jewel Pak International (Myanmar) Company Limited shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

14. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal and also in accordance with Chapter XI, section 24 and section 25 of Foreign Investment Law and Jewel Pak International (Myanmar) Company Limited has to follow the existing Labour Laws for the recruitment of staff and labour in accordance with Chapter XIII, Rule 84 of the Foreign Investment Rules.

15. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rule 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under Chapter I, section 2(i) of Foreign Investment Law, other than foreign currency.

16. Whenever Jewel Pak International (Myanmar) Company Limited brings in foreign capital defined under Chapter I, section 2(i) of Foreign Investment Law, other than foreign currency in the manner of paragraph 15(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

17. Jewel Pak International (Myanmar) Company Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for account transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of a citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

18. Jewel Pak International (Myanmar) Company Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost overrun, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

19. Jewel Pak International (Myanmar) Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Environmental Conservation and Forestry in which to conduct an Environmental Management Plan (EMP) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity. It has to prepare, submit and perform activities in accordance with this EMP and abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures.

20. After getting permit from Myanmar Investment Commission, Jewel Pak International (Myanmar) Company Limited shall have to be registered at the Directorate of Industrial Supervision and Inspection.

21. Jewel Pak International (Myanmar) Company Limited shall have to abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, fire prevention measures shall have to undertake such as water storage tank, fire extinguishers and provide training to use the fire fighting equipments and also appoint fire safety officer.

22. Payment of principal and interest of the loan (if any) as well as payment for import of raw materials and spare parts etc., shall only be made from export earning (CMP charges) of Jewel Pak International (Myanmar) Company Limited.

23. Jewel Pak International (Myanmar) Company Limited in consultation with Myanma Insurance shall effect such types of insurance defined under Chapter XII, Rule 79 and 80 of the Foreign Investment Rules.

(Zay Yar Aung)
Chairman

Jewel Pak International (Myanmar) Company Limited

cc: 1. Office of the Union Government of the Republic of the Union of Myanmar
2. Ministry of Home Affairs
3. Ministry of Foreign Affairs
4. Ministry of Environmental Conservation and Forestry
5. Ministry of Electric Power
6. Ministry of Immigration and Population
7. Ministry of Industry
8. Ministry of Commerce
9. Ministry of Finance
10. Ministry of National Planning and Economic Development
11. Ministry of Labour, Employment and Social Security
12. Central Bank of Myanmar
13. Chairman, CMP Enterprise Supervision Committee
14. Yangon Region Government

15. Director General, Fire Services Department
16. Director General, Department of Environmental Conservation
17. Director General, Immigration and National Registration Department
18. Director General, Directorate of Industrial Supervision and Inspection
19. Director General, Directorate of Trade
20. Director General, Customs Department
21. Director General, Internal Revenue Department
22. Director General, Directorate of Investment and Company Administration
23. Director General, Directorate of Labour
24. Managing Director, Myanma Electric Power Enterprise
25. Managing Director, Myanma Foreign Trade Bank
26. Managing Director, Myanma Investment and Commercial Bank
27. Managing Director, Myanma Insurance
28. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)

ကန့်သတ်

အကြောင်းအရာ။ **ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Jewel Pak International (Myanmar) Co., Ltd. တည်ထောင်၍ CMP စနစ်ဖြင့် လက်ဝတ်ရတနာထည့်သော ဗူးနှင့် အိတ်အမျိုးမျိုး ထုတ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြ လာခြင်းကိစ္စ**

၁။	ကုမ္ပဏီအမည်/ ကမကထပြုသူ	- **Jewel Pak International (Myanmar) Co., Ltd.** - Ms. Ho, Chi Ying (တရုတ်)
	အဖွဲ့အစည်းပုံသဏ္ဍာန်	- ရာခိုင်နှုန်းပြည့်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု - Victory Beam Far East Limited (Hong Kong) 99 shares - Mr. Law, Hong Wing (Hong Kong) 1 shares
	လုပ်ငန်းအမျိုးအစား	- CMP စနစ်ဖြင့် လက်ဝတ်ရတနာထည့်သော ဗူးနှင့် အိတ်အမျိုးမျိုး ထုတ်လုပ်ခြင်း လုပ်ငန်း
၂။	တည်နေရာ	- မြေကွက်အမှတ် ၄၉၈၊ မြေတိုင်းရပ်ကွက်အမှတ် ၂၅၊ ရွှေလင်ပန်း စက်မှုဇုန်၊ လှိုင်သာယာမြို့နယ်၊ရန်ကုန်တိုင်းဒေသကြီး
	မြေပိုင်ရှင်	- ဦးအောင်လွင်
	မြေအကျယ်အဝန်း	- ၂.၁၃၇ ဧက (၈,၆၄၈.၁၄ စတုရန်းမီတာ)
	အဆောက်အဦအကျယ်အဝန်း	- ၄၅.၅ မီတာ x ၁၀၅ မီတာ တစ်ထပ်အဆောက်အဦ တစ်လုံး - ၆ မီတာ x ၃၀ မီတာ နှစ်ထပ်ဝန်ထမ်းဆောင်တစ်လုံး
၃။	နှစ်စဉ်မြေနှင့် အဆောက်အဦငှားရမ်းခ	- US$ ၄၅ ၇၁၉ - မြေတစ်နှစ် တစ်စတုရန်းမီတာလျှင် US$ ၅.၀ နှုန်း - အဆောက်အဦ တစ်နှစ်တစ်စတုရန်းမီတာလျှင် US$ ၅.၅ နှုန်း
	မြေငှားသက်တမ်း	- ကနဦး ၃၀ နှစ်နှင့် ၁၀ နှစ် ၂ ကြိမ် သက်တမ်းတိုး
၄။	လုပ်ငန်းသက်တမ်း	- ကနဦး ၃၀ နှစ်နှင့် ၁၀ နှစ် ၂ ကြိမ် သက်တမ်းတိုး
	အဆောက်အဦပြုပြင်မွမ်းမံကာလ	- ၁ နှစ်နှင့် ၆ လ
၅။	စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု ထည့်ဝင်သည့် အမျိုးအစား	- အမေရိကန်ဒေါ်လာ ၀.၅၇၁ သန်း - US$ သန်း
	ငွေသား စက်နှင့်စက်ပစ္စည်း (ပြည်ပ) ရုံးသုံးကိရိယာ (ပြည်ပ) **စုစုပေါင်း**	၀.၄၀၀ ၀.၁၆၁ ၀.၀၁၀ **၀.၅၇၁**
၆။	ဝန်ထမ်းအင်အား (ပထမနှစ်) ပြည်တွင်း	- **၅၆၉ ဦး** - ၄၁၉ ဦး (ပြည်တွင်းမှ အနိမ့်ဆုံးလစာမှာ ကျပ် ၉၀,၀၀၀၊ အမြင့်ဆုံးလစာမှာ ကျပ် ၁၂၀,၀၀၀)
	ပြည်ပ	- ၈ ဦး (ပြည်ပမှ အနိမ့်ဆုံးလစာမှာ US$ ၃၀၀ အမြင့်ဆုံး လစာမှာ US$ ၄၀၀)
၇။	ရောင်းချမည့်စနစ်	- ၁၀၀ % ပြည်ပသို့ တင်ပို့ခြင်း
၈။	ကုမ္ပဏီ၏ ဝင်ငွေ (ဆဋ္ဌမနှစ်) ကုမ္ပဏီ၏ အသုံးစရိတ် (ဆဋ္ဌမနှစ်) ကုမ္ပဏီ၏ အသားတင်အမြတ် (ဆဋ္ဌမနှစ်)	- US$ ၁.၁၂၉ သန်း - US$ ၀.၉၉၀ သန်း - US$ ၀.၁၃၉ သန်း

ကန့်သတ်

၉။	နိုင်ငံတော်မှရရှိမည့်အကျိုးအမြတ် (ဆ၃မနှစ်)	
	ဝင်ငွေခွန်	- US$ ဝ.ဝ၄၆ သန်း (၁ US$ = ၁ဝဝဝ ကျပ်ဖြင့် တွက်ချက် တင်ပြထားပါသည်။)
	အရင်းကြေကာလ	- ၄ နှစ်
	အရင်းအနှီးပေါ်အကျိုးအမြတ်ပြန်ပေါ်နှုန်း (IRR)	- ၁၇.ဝ၆ %
၁ဝ။	လျှပ်စစ်ဓါတ်အားသုံးစွဲမှု	- ၄ဝဝ KVA
၁၁။	CSR	- ပတ်ဝန်းကျင်နှင့် လူမှုရေးဆိုင်ရာ စောင့်ကြည့်လေ့လာမည့် လုပ်ငန်းများအတွက် ကျန်းမာရေး၊ လူမှုရေး၊ သက်သာချောင်ချိရေး ကိစ္စရပ်များတွင် သုံးစွဲနိုင်ရန် အသားတင်အမြတ်ငွေမှ ၂ % ကို ရန်ပုံငွေအဖြစ် လျာထားပါကြောင်း တင်ပြထားပါသည်။

PROPOSAL TO MAKE INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

By

"JEWEL PAK INTERNATIONAL (MYANMAR) CO.,LTD"

For " Manufacturing of jewellery packaging products on CMP basis "

Under the Republic of the Union of Myanmar Foreign Investment Law

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ရန်ကုန်

စာအမှတ်၊ Jewel Pak / MIC / 2015 (005)
နေ့စွဲ ၊ ၂၀၁၅ ခုနှစ် မတ်လ ၂၀ ရက်

အကြောင်းအရာ။ ။Jewel Pak International (Myanmar)Co.,Ltd မှ လက်ဝတ်ရတနာထည့်သည့် ဗူးနှင့် အိတ်အမျိုးမျိုးထုတ်လုပ်ခြင်းလုပ်ငန်းအား ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန်တင်ပြခြင်းကိစ္စ။

Jewel Pak International (Myanmar) Co.,Ltd မှ လက်ဝတ်ရတနာထည့်သည့် ဗူးနှင့် အိတ်အမျိုးမျိုးထုတ်လုပ်ခြင်းလုပ်ငန်းအား ရာနှုန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြခြင်းကိစ္စရပ် နှင့်စပ်လျဉ်း၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ Proposal Assessment Team (PAT) အစည်းအဝေးသို့ တင်ပြခဲ့ပြီးဖြစ်ပါသည်။

ယခုအခါ PAT အစည်းအဝေး၏ လမ်းညွှန်ချက်များ အတိုင်းပြန်လည်ပြင်ဆင်ပြီးဖြစ်ပါ၍ ကော်မရှင်သို့ ဆက်လက် တင်ပြနိုင်ရန်အတွက် ပြန်လည်ပေးပို့အပ်ပါသည်။

လေးစားစွာဖြင့်

[signature]

Ms.Ho, Chi Ying

The promoter

INDEX

Application for investment permit

Form-I

Projection Statement Annexes

Chairman
Myanmar Investment Commission

Letter No:JPIMCL/ MIC/2015 (001)
Date:

Subject : Application for Investment Permit to manufacture of jewellery packaging products on CMP basis

Your Excellency,

Victory Beam Far East Limited ., incorporated in Hong Kong, has been in the business of manufacturing and trading jewellery packaging products to international market.

Our management has decided to establish a 100% foreign investment subsidiary in Myanmar namely **"Jewel Pak International (Myanmar) Co., Ltd"** to manufacture jewelleary packaging products on CMP basis.

We will, on lease basis, use land with an area of 2.137Acre (8648 sq meter) situated at Plot No - 498 , Myay Tine Block No - 25, Shwe Lin Ban Industrial Zone , Hlaing Tharyar Township, Yangon Region and building constructed on it having area of 1.225 Acre (4958 sq meter) for operation of our business.

We will start with receiving orders for Cardboard Box, Plastic Box, Cardboard Box with plastic base , Pouch etc., and will expand into other types of jewellery packaging products upon the orders.

The distinguished benefit that our business will bring into the country is, not like normal garment business requiring vast amount of investment, high technology and established international network, it will be easier for local entrepreneurs to learn, replicate and our existence can help with technology transfer.

Our process will not produce environmentally unfriendly waste. For all of the industrial process and work safety, we will apply practices used in our manufacturing bases Hong Kong.

We are submitting proposal for the investment mentioned above enclosing following documents:-

(i) Form I (Prescribed proposal of the promoter to make foreign investment in the Union of Myanmar) together with detailed supporting annexes and projection statement
(ii) Draft Land Lease Agreement
(iii) References for business and financial standing
(iv) Draft Memorandum of Association and Articles of Association

Together with application for investment permit, we are applying for exemptions and relief specified in Section 27 of the Union of Myanmar Foreign Investment Law covering the following;

(a) income tax exemption for a period of five consecutive years including the year of

commencement on commercial scale to any business for the production of goods or services, moreover, in case where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) exemptions or reliefs from income tax on profits of the business if they are maintained for re-investment in a reserve fund and re-invested therein within 1 year after the reserve is made;

(c) right to deduct depreciation from the profit, after computing as the rate of deducting depreciation stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in the business for the purpose of income tax assessment;

(d) if the goods produced by any manufacturing business are exported, relief from income tax up to 50 percent on the profits accrued from the said export;

(e) right to pay income tax on the income of foreigners at the rates applicable to the citizens residing within the Union;

(f) right to deduct expenses from the assessable income, such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(g) right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption or relief from income tax as contained in sub-section (a), for each business;

(h) exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(i) exemption or relief from customs duty or other internal taxes or both on raw materials imported for production under CMP basis throughout investment period;

(j) if the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use in the business expanded as such;

(k) exemption or relief from commercial tax on the goods produced for export;

We hope our application will be received favorably by the Myanmar Investment Commission.

Yours faithfully,

Ms. Ho, Chi Ying

Form (I)

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

To

Chairman,
Myanmar Investment Commission.

5

Reference No. Victory / MIC/ 2014 (002)
Date January 2015

I wish to make investment in the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars-

1. Promoter's -

(a)	Name	**Ms. Ho, Chi Ying**
(b)	Father's name	**Mr.Hak Hing Ho**
(c)	ID No./ National registration Card No./ Passport No.	**K01527091**
(d)	Citizenship	**Chinese**
(e)	Address	
	(i) Address in Myanmar	**No.498, Padauk Street, Shwe Lin Ban Industrial Zone, Hlaing Tharyar Township, Yangon Region**
	(ii) Residence abroad	**Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Rd., Kowloon, Hong Kong**
(f)	Name of principal organization	**VICTORY BEAM FAR EAST LIMITED**
(g)	Type of business	**Manufacturing of jewellery packaging products**
(h)	Principal company's address	**Room 3, 23/F., King Palace Plaza, 52A Sha Tsui Rd., Tsuen Wan, N.T., Hong Kong**

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the Joint-Venture with the promoter-Partner 1

(a)	Name	
(b)	Father's name	
(c)	ID No./ National registration Card No./ Passport No.	
(d)	Citizenship	

(e) Address
(i) Address in Myanmar
(ii) Residence abroad
(f) Name of principal organization
(g) Type of business
(h) Principal company's address

Remark: The following documents need to attach according to above paragraph (1) and (2).

(1) Company Registration Certificate (Copy).
(2) National Registration Card (Copy) and Passport (Copy).
(3) Evidence about the business and financial conditions of the participant of the participants of the proposed investment business.

3. Type of business in which investment is to be made-

(a) Production	**Manufacturing of jewellery packaging products on CMP basic**
(b) Services business related with manufacturing	
(c) Services	
(d) Others	

Remark: Expression about the nature of business with regard to the above paragraph (3).

4. Type of business organization to be formed-

(a) One hundred Percent	**Jewel Pak International (Myanmar) Co., Ltd**
(b) Joint venture (i) Foreigner and Citizen:	
(ii) Foreigner and Government Department/ Organization:	
(c) By contractual basis (i) Foreigner and Citizen:	
(ii) Foreigner and Government Department/ Organization:	

Remark: The following information needs to attach for the above paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenship, addresses, and occupations of directors;

(ii) Joint-Venture Contract (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State.

(iii) Contract (Agreement) (draft)

5. Particulars relating to company incorporation-

(a) Authorized capital	**Kyat 1000 million (US$ 1 million at the rate of 1US$=1000 Kyat)**
(b) Types of shares	**Ordinary (Kyat 100,000/ share)**
(c) Number of shares	**5713 shares**

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to capital of the investment permit-

	Total (US$)
(a) Amount of local capital to be contributed	-
(b) Amount of foreign capital to be brought in	**571,330**
Total	**571,330**

(c) Annually or period of proposed capital to be brought in	**Within 1 year and 6 months(After getting the MIC Permit)**
(d) Last date of capital brought in	**Within 1 year and 6 months(After getting the MIC Permit)**
(e) Proposed duration of investment	**Initial 30 years and extendable and renewable for another period 10 years 2 times**
(f) Commencement date of construction	**After get the MIC permit**
(g) Construction period	**Within 1 year and 6 months (After getting the MIC Permit)**

Remark: Describe with annexure if it is required for above Para 6(c).

Remark: Describe with annexure if it is required for above Para 6(c).

(1) Investment Plan (Please see Annex - 2)

7. Details of foreign capital to be brought in-

		Total (USD)
(a)	Foreign Currency (Type and Amount)	400,000
(b)	Machinery and Equipment and Value (to be imported)	161,330
(c)	List of initial raw materials and value (to enclose detail list)	-
(d)	Value of licence , Intellectual propoerty ,industrial design,trade mark,patent rights,ect	-
(e)	Value of technical know - how	-
(f)	Office equipment purchase in Local	10,000
	Total	571,330

Remark: The value of permission shall be submitted for the above Para (c) and (f).

(1)	**List of Machinery to be Imported**	**(Please see Annex - 4)**
(2)	**List of Machinery Purchase in Local**	**(Please see Annex - -)**
(3)	**Office Equipment Purchase in Local**	**(Please see Annex - 5)**

8. Details of local capital to be contributed –

		Kyat (Million)
(a)	Amount of cash	-
(b)	Value of machineries and equipment (to enclose detail statement)	-
(c)	Rental building for building/land	-
(d)	Cost of building construction	-
(e)	Value of furniture and asset (to enclose detail statement)	-
(f)	Value of initial raw materials requirement (to enclose detail statement)	-
(g)	Others	-
	Total	-

9. Particulars about the investment business-

(a) Investment location/ places — **Plot No -498 , Myay Tine Block No-25, Shwe Lin Ban Industrial Zone, Hlaing**

	Cardboard box with plastic base, Pouch
(2) Estimate amount to be produced annually	**152900 kg**
(3) Type of service	**N/A**
(4) Estimate value of service annually	**N/A**

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e)	Annual requirement of material/ raw materials	**Annex -**
(f)	Production system	-
(g)	Technology	**Cutting , Making and Packaging**
(h)	System of Sale	**100% Export (CMP)**
(i)	Annual Fuel Requirements (to prescribe type / quantity)	**Diesel (7000) Gallon**
(j)	Annual electricity requirement	**(400) KVA**
(k)	Annual water requirement (to prescribe daily requirement, if any)	**(10000) gallon /day**

10. Detail information about financial standing

(a)	Name/ company name	**Victory Beam Far East Limited**
(b)	ID No./ Registration Card No./ Passport No.	**Registration No: 2165459**
(c)	Bank account number	**Bank of China (Hong Kong) Limited A/C No. (012-355-9-218387-3)**

Remark: To enclose bank statement from resident country or annual audit report of the principal company with regard to the above para 10.

(i) Bank Balance Certificate

11. Number of personnel required for the proposed economic activity:-

(a)	Local personnel	**419 Number (98%)**
(b)	Foreign personnel	**8 Number (2%)**

(Production Technician, Technician of Quality Control and Assistance Technician, ect . based on the nature of business and required period)

Remark: As per para 11, the following information shall be enclosed:-

(i) Number of personnel, occupation, salary, etc.(Please see Annex - 7)

(ii) Social security and welfare arrangement for personnel

12. Particulars relating to economic justification-

		Foreign Currency	*Estimated Kyat Equivalent*
(a)	Annual income	**Annex - 9**	
(b)	Annual expenditure	**Annex - 9**	

(c)	Annual net profit	**Annex - 9**
(d)	Yearly investments	**Annex - 2**
(e)	Recoupment period	**Annex - 10**
(f)	Other benefits (to enclose detail calculations)	Application letter

13. Evaluation of environmental impact-

(a)	Organization for evaluation of environmental assessment	-
(b)	Duration for evaluation of environmental assessment	-
(c)	Compensation programme for environmental damages	-
(d)	Water purification system and waste water treatment systems	
(e)	Waste management systems	
(f)	System for storage of chemical	

14. Evaluation of social impact assessments;

(a)	Evaluation on social impact assessments;	
(b)	Duration for evaluation of social impact assessment;	
(c)	Corporate social responsibility program	**Please See Attach**

Signature

Name **Ms. Ho, Chi Ying**

Designation **The promoter**

Annex-1

Jewel Pak International (Myanmar) Co., Ltd

List of Shareholders

Sr. No	Shareholders	remarks	Address	Share
1	Victory Beam Far East Limited	Registration No:2165459	Room 3,23/F., King Palace Plaza, 52A Sha Tsui Road, Tsuen Wan, Hong Kong	99 share
	Represent By Miss. Ho, Chi Ying	P.P No- K01527091	Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong	
2	Mr Law, Hon Wing	P.P No- K03615582	Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong	1 share

List of Directors

Sr. No	Name of Executives	Citizenship & Passport No	Address	Designation
1	Miss. Ho, Chi Ying	Chinese P.P No- K01527091	Room 3,23/F., King Palace Plaza, 52A Sha Tsui Road, Tsuen Wan, Hong Kong	Managing Director
2	Mr. Law, Hon Wing	Chinese P.P No- K03615582	Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong	Director

Jewel Pak International (Myanmar) Co., Ltd

1.Investment Plan

Sr.	Particulars	Construction Year (1 Year and 6 months)		Total
		US$	US$	US$
1	Foreign Currency	400,000		400,000
2	Machinery to be import		161,330	161,330
3	Office Equipment in Local Purchase		10,000	10,000
	TOTAL	400,000	171,330	571,330

Annex - 3

Jewel Pak International (Myanmar) Co., Ltd

Land and Building Requirement

- Location ⇒ Plot No. 498 ,Myay Tine Block No 25 ,Shwe Lin Ban Industrial Zone, , Hlaing Tharyar Township ,Yangon Region
- Type of Land ⇒ Shwe Lin Ban Industrial Zone ,
- Area ⇒ 2.137 acres (8648 Sq meter)
- Arrangment ⇒ lease basis (Long Term Lease of 60 Years)
- Building area ⇒ Factory (45.5 m x105 m) (6mx 30m) two stories hostel
- Total Land and Building area ⇒ 8,648 square meter

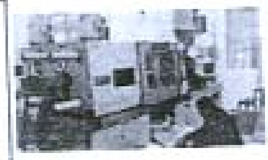
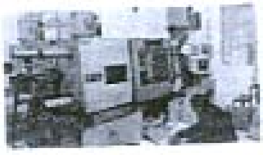
Building Area	⇒	4,958.0 square meter *	USD 5.5	=	27,269 USD
Land Area	⇒	3,690.0 square meter *	USD 5	=	18,450 USD
		Total Rental Charges		=	45,719 USD

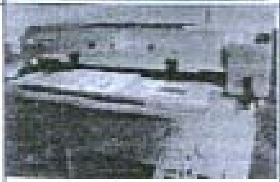
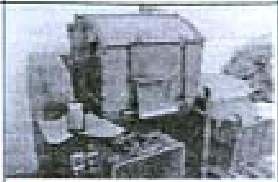
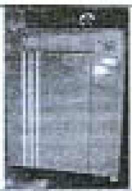
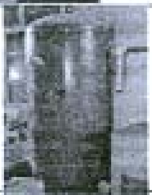
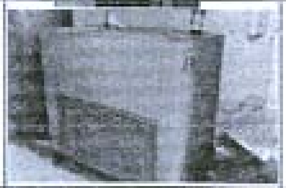
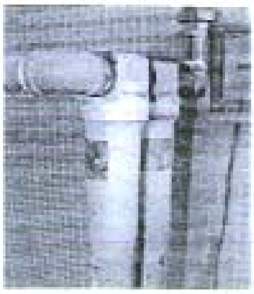
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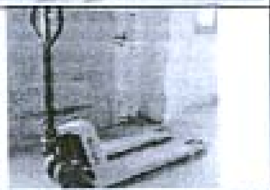
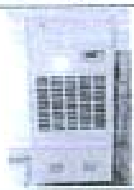
Annex-4

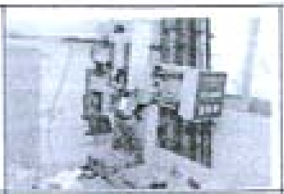
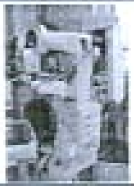
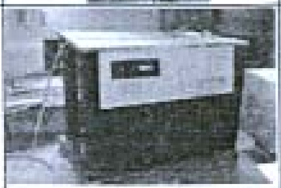
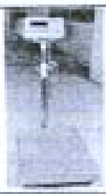
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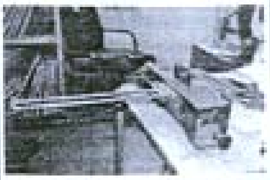
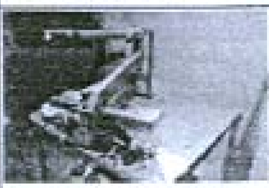
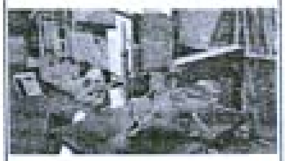
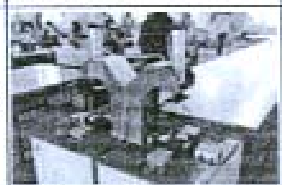
Machine and equipment list to be import

Sr.		Name	Unit	Model No	Total		
					Unit Price	Qty	Amount
1		Injection molding machine	3	SP108A	8700	3	26,100
2		Injection molding machine	2	SP120A	10200	2	20,400
3		Injection molding machine	1	SP180A	11530	1	11,530
4		Diesel power generator	1	HCE 388 NTA855-G2A	13000	1	13,000
5		Paper cutting machine	2	QZYK1300	7200	2	14,400
6		Creasing machine	3	750	1560	3	4,680
7		Creasing machine	2	930	2230	2	4,460
8		Creasing machine	1	1100	2900	1	2,900

9		Hydraulic swing arm cutting presser	2	16T	730	2	1,460
10		Four-pillar cutting presser	1	40T-600-1600	1700	1	1,700
11		Plastic granulator machine	1	PSC-075P (7.5KW)	740	1	740
12		Plastic mixer machine	1	THM-100 (Horizontal 2.2KW)	570	1	570
13		Air pump	1	L37D	3050	1	3,050
14		Air tank	1	1CBM/8KG	160	1	160
15		Freeze drying machine	1	BY-50	540	1	540
16		Front main pipe filter	1	FL-Q	50	1	50
17		Centre mist filter	1	FL-P	50	1	50

18		Rear mist fiber	1	FL-S	50	1	50
19		1-Needle lockstitch machine	10	Fu Xiong 8150	110	10	1,100
20		3-Thread overlocking machine	3	Jian Sheng 747	190	3	570
21		Forklift	1	Toyota FDZN30	23000	1	23,000
22		Hand-operated hydraulic forklift	5	680mm*1220mm/540mm*1150mm	106	5	530
23		Gluing machine	25	HM-22	600	25	15,000
24		Foil Stamping machine	12	WS-168	160	12	1,920
25		Sponge cutting machine	1	TX-4L	800	1	800
26		Dehumidifiers	5	CF10KT	380	5	1,900

27		Ink stamping machine	2	n/a	350	2	700
28		Fillet machine	2	HM-40	560	2	1,120
29		Strapping machine	1	ZY-68	230	1	230
30		Cloth cutting machine	1	WS-173B	120	2	240
31		Hand punching machine (Large)	1	JH-100	25	3	75
32		Hand punching machine (Small)	1	JH-32	15	8	120
33		Pressing machine	1	12"	120	1	120
34		Floor electronic scale	1	AS-4	60	5	300
35		Desk eletronic scale	1	CAS-7.5	52	5	260

36		Hand-operated snap fixing machine	1	n/a	5	10	50
37		Sideline machine	1	YJ-18	120	20	2,400
38		Bending machine	1	Dual position with 36 moulds	160	1	160
39		Punching machine	1	n/a	80	1	80
40		Cutter machine	1	n/a	80	1	80
41		Sewing machine	1	n/a	730	1	730
42		Bubble pressing machine	7	680#	420	7	2,940
43		Water cooling tower	1	GLT-100	685	1	685
44		Water pump	2	HL100-24	190	2	380
		Total				181	181,330

Annex - 5

Jewel Pak International (Myanmar) Co., Ltd

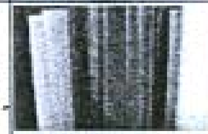
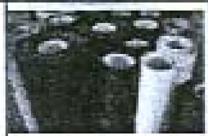
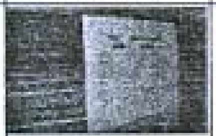
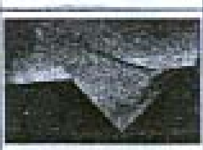
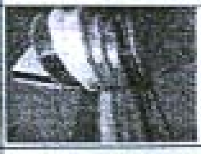
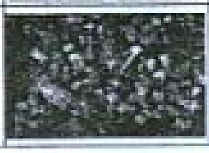
List of Office Equipment purchase in local

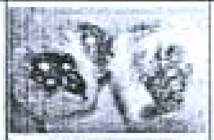
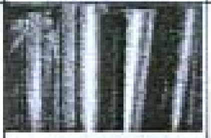
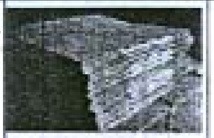
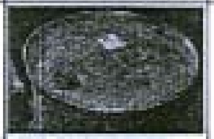
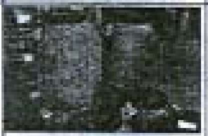
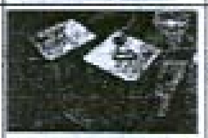
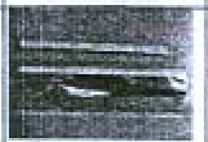
No	Particular	A/U	Qty	Unit Price (US$)	Amount (US$)
1	Table & Chair	Set	5	500	2,500
2	Computer	Set	5	500	2,500
3	Fax	Set	2	150	300
4	Internet	Set		700	700
5	Aircon	Set	10	400	4,000
	Total		**22**		**10,000**

Jewel Pak International (Myanmar) Co., Ltd

Annex 4

Annual Raw Material List

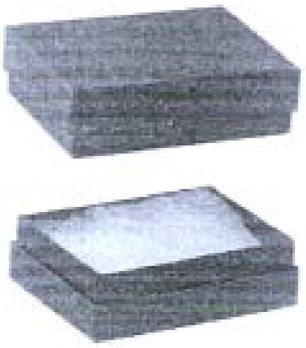
No	Raw Material Name	Name	A/U	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10
				Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty
1		Recycled polystyrene	kg	120,000	144,000	162,720	185,501	204,051	204,051	204,051	204,051	204,051	204,051
2		Plastic shell	kg	50,000	60,000	67,800	77,292	85,021	85,021	85,021	85,021	85,021	85,021
3		Leatherette paper	kg	45,000	54,000	61,020	69,563	76,519	76,519	76,519	76,519	76,519	76,519
4		Fancy paper	kg	45,000	54,000	61,020	69,563	76,519	76,519	76,519	76,519	76,519	76,519
5		White cardboard paper (grey bottom)	kg	120,000	144,000	162,720	185,501	204,051	204,051	204,051	204,051	204,051	204,051
6		Grey cardboard paper	kg	80,000	96,000	108,480	123,667	,136,034	136,034	136,034	136,034	136,034	136,034
7		White paper	kg	3,000	3,600	4,068	4,638	5,101	5,101	5,101	5,101	5,101	5,101
8		Flocked paper	kg	15,000	18,000	20,340	23,188	25,506	25,506	25,506	25,506	25,506	25,506
9		Imitation leather	yards	40,000	48,000	54,240	61,834	68,017	68,017	68,017	68,017	68,017	68,017
10		Ribbon	yards	1,800,000	2,160,000	2,440,800	2,782,512	3,060,763	3,060,763	3,060,763	3,060,763	3,060,763	3,060,763
11		Metal hinge	pcs	6,000,000	7,200,000	8,136,000	9,275,040	10,202,544	10,202,544	10,202,544	10,202,544	10,202,544	10,202,544

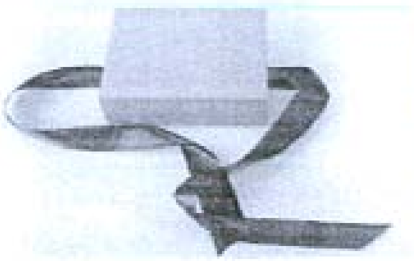
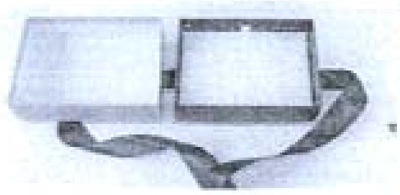
No	Raw Material Name	Name	A/U	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10
				Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty
12		Snap button	sets	100,000	120,000	135,600	154,584	170,042	170,042	170,042	170,042	170,042	170,042
13		Satin	yards	30,000	36,000	40,680	46,375	51,013	51,013	51,013	51,013	51,013	51,013
14		Sponge	kg	3,500	4,200	4,746	5,410	5,951	5,951	5,951	5,951	5,951	5,951
15		Cartons	pcs	48,000	57,600	65,088	74,200	81,620	81,620	81,620	81,620	81,620	81,620
16		Petrol	kg	2,500	3,000	3,390	3,865	4,251	4,251	4,251	4,251	4,251	4,251
17		Thinner	kg	2,000	2,400	2,712	3,092	3,401	3,401	3,401	3,401	3,401	3,401
18		Glue (white latex)	kg	15,000	18,000	20,340	23,188	25,506	25,506	25,506	25,506	25,506	25,506
19		Glue (all-purpose adhesive)	kg	5,000	6,000	6,780	7,729	8,502	8,502	8,502	8,502	8,502	8,502
20		Flocking cloth	kg	1,000	1,200	1,356	1,546	1,700	1,700	1,700	1,700	1,700	1,700
21		Polyester cord	kg	600	720	814	928	1,020	1,020	1,020	1,020	1,020	1,020
22		Foil stamping paper	kg	680	816	922	1,051	1,156	1,156	1,156	1,156	1,156	1,156
23		Thread	kg	2,000	2,400	2,712	3,092	3,401	3,401	3,401	3,401	3,401	3,401

No	Raw Material Name	Name	A/v	Year - 1	Year - 2	Year - 3	Year - 4	Year - 5	Year - 6	Year - 7	Year - 8	Year - 9	Year - 10
				Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty
24		Polyester fiber	kg	2,000	2,400	2,712	3,092	3,401	3,401	3,401	3,401	3,401	3,401

Jewel Pak International (Myanmar) Co., Ltd

Product of Norm

Photo	Raw Material	Unit	Qty
Cardboard Box	Cardboard	gram	10
	Fancy paper	gram	2
	Polyester fiber	gram	1
	Glue	gram	1
Plastic box			
	Plastic shell	gram	30
	Metal hinge	gram	3
	Leatherette paper	gram	2
	Satin	gram	1
	Cardboard	gram	9
	Flocked paper	gram	1
	Sponge	gram	1
	Foiled stamping paper	gram	1
	Glue	gram	2

Cardboard box with plastic base  	Cardboard Printed paper Imitation leather Sponge Ribbon Glue plastic shell	gram gram gram gram gram gram gram	35 5 3 1 3 3 22
Pouch (made of flocked paper) 	Flocked paper Foiled stamping paper Thread	gram gram gram	3 1 1
Pouch (made of flocking cloth) 	Flocked Cloth Thread	gram gram	5 1

Jewel Pak International (Myanmar) Co., Ltd
Employment Statement

Local Staff

No	Name	Year - 1 Number of Employee	Year - 1 Salary / month (Kyat)	Year - 1 Salary / year (Kyat)	Year - 2 Number of Employee	Year - 2 Salary / month (Kyat)	Year - 2 Salary / year (Kyat)	Year - 3 Number of Employee	Year - 3 Salary / month (Kyat)	Year - 3 Salary / year (Kyat)
	Indirect Labor									
1	Office Administrative Staff	3	120,000	4,320,000	3	123,600	4,449,600	3	127,308	4,583,088
2	Human Resources & Account Controller	2	120,000	2,880,000	2	123,600	2,966,400	2	127,308	3,055,392
3	Warehouse Keeper	4	100,000	4,800,000	4	103,000	4,944,000	4	106,090	5,092,320
	Sub Total	9		12,000,000	9		12,360,000	9		12,730,800
	Direct Labor									
4	Production Supervisor	5	100,000	6,000,000	5	103,000	6,180,000	5	106,090	6,365,400
5	Cutting Staff	5	90,000	5,400,000	5	92,700	5,562,000	5	95,481	5,728,860
6	Assembling & Wrapping Department									
	Skill Worker	80	95,000	91,200,000	80	105,100	100,896,000	80	105,100	100,896,000
	Unskill Worker	300	90,000	324,000,000	300	90,000	324,000,000	300	90,000	324,000,000
7	Finishing and Quality Control Department	20	100,000	24,000,000	20	103,000	24,720,000	20	106,090	25,461,600
	Sub Total	410		450,600,000	410		461,358,000	410		462,451,860
	Total	419		462,600,000	419		473,718,000	419		475,182,660

Foreign Staff

No	Name	Year - 1 Number of Employee	Year - 1 Salary / month (US$)	Year - 1 Salary / year (US$)	Year - 2 Number of Employee	Year - 2 Salary / month (US$)	Year - 2 Salary / year (US$)	Year - 3 Number of Employee	Year - 3 Salary / month (US$)	Year - 3 Salary / year (US$)
	Indirect Labor									
1	General Manager	1	400	4,800	1	408	4,896	1	416	4,994
2	Techenician	1	300	3,600	1	306	3,672	1	312	3,745
3	Mechanics	1	300	3,600	1	306	3,672	1	312	3,745
	Sub Total	3		12,000	3		12,240	3		12,485
	Direct Labor									
4	Production Manager	1	350	4,200	1	357	4,284	1	364	4,370
5	Assembling & Wrapping Supervisor	1	300	3,600	2	306	7,344	2	312	7,491
6	Cutting Supervisor	1	300	3,600	1	306	3,672	1	312	3,745
7	Packaging Supervisor	1	300	3,600	1	306	3,672	1	312	3,745
8	Quality Controller	1	300	3,600	1	306	3,672	1	312	3,745
	Sub Total	5		18,600	6		22,644	6		23,097
	Total	8		30,600	9		34,884	9		35,582

Jewel Pak International (Myanmar) Co., Ltd
Employment Statement

Local Staff

No	Name	Year - 4			Year - 5 to Year-10		
		Number of Employee	Salary / month	Salary / year	Number of Employee	Salary / month	Salary / year
			Kyat	Kyat		Kyat	Kyat
	Indirect Labor						
1	Office Administrative Staff	3	131,127	4,720,581	3	135,061	4,862,198
2	Human Resources & Account Controller	2	131,127	3,147,054	2	135,061	3,241,465
3	Warehouse Keeper	4	109,273	5,245,090	4	112,551	5,402,442
	Sub Total	9		13,112,724	9		13,506,106
	Direct Labor						
4	Production Supervisor	5	109,273	6,556,362	5	112,551	6,753,053
5	Cutting Staff	5	98,345	5,900,726	5	101,296	6,077,740
6	Assembling & Wrapping Department						
	Skill Worker	80	105,100	100,896,000	80	105,100	100,896,000
	Unskill Worker	300	90,000	324,000,000	300	90,000	324,000,000
7	Finishing and Quality Control Department	20	109,273	26,225,448	20	112,551	27,012,211
	Sub Total	410		463,578,536	410		464,739,012
	Total	419		476,691,260	419		478,245,118

Foreign Staff

No	Name	Year -4			Year - 5 to Year-10		
		Number of Employee	Salary / month	Salary / year	Number of Employee	Salary / month	Salary / year
			US$	US$		US$	US$
	Indirect Labor						
1	General Manager	1	424	5,094	1	433	5,196
2	Technician	1	318	3,820	1	325	3,897
3	Mechanics	1	318	3,820	1	325	3,897
	Sub Total	3		12,734	3		12,989
	Direct Labor						
4	Production Manager	1	371	4,457	1	379	4,546
5	Assembling & Wrapping Supervisor	2	318	7,641	2	325	7,794
6	Cutting Supervisor	1	318	3,820	1	325	3,897
7	Packaging Supervisor	1	318	3,820	1	325	3,897
9	Quality Controller	1	318	3,820	1	325	3,897
	Sub Total	6		23,559	6		24,030
	Total	9		36,293	9		37,019

Jewel Pak International (Myanmar) Co., Ltd

Annex-8

Production and Income

No	Name	Year 1			Year 2			Year 3		
		Quantity(kg)	Unit Price (US$/kg)	Amount (US$)	Quantity(kg)	Unit Price (US$/kg	Amount (US$)	Quantity(kg)	Unit Price (US$/kg)	Amount (US$)
1	Cardboard Box	15,000	6	90,000	18,000	6	108,000	20,340	6	122,040
2	Plastic box	72,000	3.0	216,000	86,400	3.0	259,200	97,632	3.0	292,896
3	Cardboard box with plastic base	60,000	3.0	180,000	72,000	3.0	216,000	81,360	3.0	244,080
4	Pouch	5,900	15	88,500	7,080	20	141,600	8,000	20	160,008
	Total Amount	**152,900**		**574,500**	**183,480**		**724,800**	**207,332**		**819,024**

Jewel Pak International (Myanm

Production and Income

No	Name	Year 4			Year 5			Year 6		
		Quantity(kg)	Unit Price (US$/kg)	Amount (US$)	Quantity(kg)	Unit Price (US$/kg)	Amount (US$)	Quantity(kg)	Unit Price (US$/kg)	Amount (US$)
1	Cardboard Box	23,188	6	139,126	25,506	6	153,038	28,057	6	168,342
2	Plastic box	111,300	3.0	333,901	122,431	3.0	367,292	134,674	3.0	404,021
3	Cardboard box with plastic base	92,750	3.0	278,251	102,025	3.0	306,076	112,228	3.0	336,684
4	Pouch	9,120	20	182,409	10,033	20	200,650	11,036	20	220,715
	Total Amount	**236,359**		**933,687**	**259,995**		**1,027,056**	**285,994**		**1,129,762**

Jewel Pak International (Myanm

Production and Income

No	Name	Year 7			Year 8			Year 9		
		Quantity(kg)	Unit Price (US$/kg)	Amount (US$)	Quantity(kg)	Unit Price (US$/kg)	Amount (US$)	Quantity(kg)	Unit Price (US$/kg)	Amount (US$)
1	Cardboard Box	28,057	6	168,342	28,057	6	168,342	28,057	6	168,342
2	Plastic box	134,674	3.0	404,021	134,674	3.0	404,021	134,674	3.0	404,021
3	Cardboard box with plastic base	112,228	3.0	336,684	112,228	3.0	336,684	112,228	3.0	336,684
4	Pouch	11,036	20	229,715	11,036	20	220,715	11,036	20	220,715
	Total Amount	**285,994**		**1,129,762**	**285,994**		**1,129,762**	**285,994**		**1,129,762**

Jewel Pak International (Myanm

Production and Income

No	Name	Year 10		
		Quantity(kg)	Unit Price (US$/kg)	Amount (US$)
1	Cardboard Box	28,057	6	168,342
2	Plastic box	134,674	3.0	404,021
3	Cardboard box with plastic base	112,228	3.0	336,684
4	Pouch	11,036	20	220,715
	Total Amount	**285,994**		**1,129,762**

Jewel Pak International (Myanmar) Co., Ltd

Annex - 9

Profit & Loss Statement

Particular	Year 1			Year 2			Year 3		
	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$
<u>Income</u>									
CMP Income	574,500		574,500	724,800		724,800	819,024		819,024
Total income	**574,500**		**574,500**	**724,800**		**724,800**	**819,024**		**819,024**
Production Expense									
Rental Expenses	45,719		45,719	45,719		45,719	45,719		45,719
Salary for Production	18,600	450,600,000	469,200	22,644	461,358,000	484,002	23,097	462,451,860	485,549
Fuel Charges	8,000		8,000	8,000		8,000	10,000		10,000
Electricity Charges	10,000		10,000	17,000		17,000	30,000		30,000
Transporation Expenses	5,000		5,000	20,000		20,000	40,000		40,000
Depreciation	17,133		17,133	17,133		17,133	17,133		17,133
Miscelleneous	-		-	15,000		15,000	40,000		40,000
Total Production Cost	**104,452**	**450,600,000**	**555,052**	**145,496**	**461,358,000**	**606,854**	**205,949**	**462,451,860**	**668,401**
Administration Cost									
Salary for Administration	12,000	12,000,000	24,000	12,240	12,360,000	24,600	12,485	12,730,800	25,216
Maintenance fee	5,000		5,000	7,000		7,000	8,000		8,000
stationery Charges		800,000	800		500,000	500		500,000	500
Medical Charges		500,000	500		500,000	500		500,000	500
Miscelleneous			-	3,000		3,000	10,000		10,000
Total Administration Overhead Cost	**17,000**	**13,300,000**	**30,300**	**22,240**	**13,360,000**	**35,600**	**30,485**	**13,730,800**	44,216
Total Expenditure	**121,452**	**463,900,000**	**585,352**	**167,736**	**474,718,000**	**642,454**	**236,434**	**476,182,660**	**712,616**
Profit before tax	453,048	-463,900,000	-10,852	557,064	-474,718,000	82,346	582,590	-476,182,660	106,408
Provision for income-tax									
Net profit after tax	**453,048**	**-463,900,000**	**-10,852**	**557,064**	**-474,718,000**	**82,346**	**582,590**	**-476,182,660**	**106,408**
Corporate social responsibility Fund (2%)						823			1,064

US$ 1 = Kyat 1000

Jewel Pak International (Myanmar) (

Profit & Loss Statement

Particular	Year 4			Year 5			Year 6		
	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$
Income									
CMP Income	933,687		933,687	1,027,056		1,027,056	1,129,762		1,129,762
Total income	933,687		933,687	1,027,056		1,027,056	1,129,762		1,129,762
Production Expense									
Rental Expenses	45,719		45,719	45,719		45,719	45,719		45,719
Salary for Production	23,559	463,578,536	487,137	24,030	464,739,012	488,769	24,030	464,739,012	488,769
Fuel Charges	40,000		40,000	50,000		50,000	70,000		70,000
Electricity Charges	40,000		40,000	60,000		60,000	80,000		80,000
Transporation Expenses	60,000		60,000	70,000		70,000	70,000		70,000
Depreciation	17,133		17,133	17,133		17,133	17,133		17,133
Miscelleneous	40,000		40,000	50,000		50,000	80,000		80,000
Total Production Cost	**266,411**	**463,578,536**	**729,989**	**316,882**	**464,739,012**	**781,621**	**386,882**	**464,739,012**	**851,621**
Administration Cost									
Salary for Administration	12,734	13,112,724	25,847	12,989	13,506,106	26,495	12,989	13,506,106	26,495
Maintenance fee	10,000		10,000	25,000		25,000	30,000		30,000
stationery Charges		1,000,000	1,000		2,000,000	2,000		2,500,000	2,500
Medical Charges		1,000,000	1,000		2,000,000	2,000		2,500,000	2,500
Miscelleneous	20,000		20,000	25,000		25,000	30,000		30,000
Total Administration Overhead Cost	**42,734**	**15,112,724**	**57,847**	**62,989**	**17,506,106**	**80,495**	**72,989**	**18,506,106**	**91,495**
Total Expenditure	**309,145**	**478,691,260**	**787,837**	**379,871**	**482,245,118**	**862,116**	**459,871**	**483,245,118**	**943,116**
Profit before tax	624,542	-478,691,260	145,851	647,185	-482,245,118	164,940	669,891	-483,245,118	186,645
Provision for income-tax									46,661
Net profit after tax	**624,542**	**-478,691,260**	**145,851**	**647,185**	**-482,245,118**	**164,940**	**669,891**	**-483,245,118**	**139,984**
Corporate social responsibility			1,459			1,649			1,400

US$ 1 = Kyat 1000

Jewel Pak International (Myanmar)

Profit & Loss Statement

Particular	Year 7			Year 8			Year 9		
	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$	US $	Kyats	Equ: US$
Income									
CMP Income	1,129,762		1,129,762	1,129,762		1,129,762	1,129,762		1,129,762
Total income	1,129,762		**1,129,762**	**1,129,762**		**1,129,762**	**1,129,762**		**1,129,762**
Production Expense									
Rental Expenses	45,719		45,719	45,719		45,719	45,719		45,719
Salary for Production	24,030	464,739,012	488,769	24,030	464,739,012	488,769	24,030	464,739,012	488,769
Fuel Charges	70,000		70,000	70,000		70,000	70,000		70,000
Electricity Charges	80,000		80,000	80,000		80,000	80,000		80,000
Transporation Expenses	70,000		70,000	70,000		70,000	70,000		70,000
Depreciation	17,133		17,133	17,133		17,133	17,133		17,133
Miscelleneous	80,000		80,000	80,000		80,000	80,000		80,000
Total Production Cost	**386,882**	**464,739,012**	**851,621**	**386,882**	**464,739,012**	**851,621**	**386,882**	**464,739,012**	**851,621**
Administration Cost									
Salary for Administration	12,989	13,506,106	26,495	12,989	13,506,106	26,495	12,989	13,506,106	26,495
Maintenance fee	30,000		30,000	30,000		30,000	30,000		30,000
stationery Charges		2,500,000	2,500		2,500,000	2,500		2,500,000	2,500
Medical Charges		2,500,000	2,500		2,500,000	2,500		2,500,000	2,500
Miscelleneous	30,000		30,000	30,000		30,000	30,000		30,000
Total Administration Overhead Cost	**72,989**	**18,506,106**	**91,495**	**72,989**	**18,506,106**	**91,495**	**72,989**	**18,506,106**	**91,495**
Total Expenditure	**459,871**	**483,245,118**	**943,116**	**459,871**	**483,245,118**	**943,116**	**459,871**	**483,245,118**	**943,116**
Profit before tax	669,891	-483,245,118	186,645	669,891	-483,245,118	186,645	669,891	-483,245,118	186,645
Provision for income-tax			46,661			46,661			46,661
Net profit after tax	**669,891**	**-483,245,118**	**139,984**	**669,891**	**-483,245,118**	**139,984**	**669,891**	**-483,245,118**	**139,984**
Corporate social responsibility			1,400			1,400			1,400

US$ 1 = Kyat 1000

Jewel Pak International (Myanmar)

Profit & Loss Statement

Particular	Year 10		
	US $	Kyats	Equ: US$
Income			
CMP Income	1,129,762		1,129,762
Total income	**1,129,762**		**1,129,762**
Production Expense			
Rental Expenses	45,719		45,719
Salary for Production	24,030	464,739,012	488,769
Fuel Charges	70,000		70,000
Electricity Charges	80,000		80,000
Transporation Expenses	70,000		70,000
Depreciation	17,133		17,133
Miscelleneous	80,000		80,000
Total Production Cost	**386,882**	**464,739,012**	**851,621**
Administration Cost			
Salary for Administration	12,989	13,506,106	26,495
Maintenance fee	30,000		30,000
stationery Charges		2,500,000	2,500
Medical Charges		2,500,000	2,500
Miscelleneous	30,000		30,000
Total Administration Overhead Cost	**72,989**	**18,506,106**	**91,495**
Total Expenditure	**459,871**	**483,245,118**	**943,116**
Profit before tax	669,891	-483,245,118	186,645
Provision for income-tax			46,661
Net profit after tax	669,891	-483,245,118	139,984
Corporate social responsibility			1,400

US$ 1 = Kyat 1000

Jewel Pak International (Myanmar) Co.,Ltd

Depreciation Schedule

No	Particular	Rate	Original Amount (US$)	Depreciation Amount(US$)
1	Machines & Equipment to be imported	10%	161,330	16133
2	Office Equipment purchase in Local	10%	10,000	1000
	Total		171,330	17,133

Jewel Pak International (Myanmar) Co.,Ltd

Cash Flow Statement

Annex-10

Particular	Construction	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash in Flow	-	6,281	99,479	123,541	162,984	182,073	157,117	157,117	157,117	157,117	157,117
Net profit after tax	-	(10,852)	82,346	106,408	145,851	164,940	139,984	139,984	139,984	139,984	139,984
Depreciation	-	17,133	17,133	17,133	17,133	17,133	17,133	17,133	17,133	17,133	17,133
Cash out Flow	571,330	-	-	-	-	-	-	-	-	-	-
Investment	571,330										
Net cash Flow	(571,330)	6,281	99,479	123,541	162,984	182,073	157,117	157,117	157,117	157,117	157,117
Accumulated Cash Flow	(571,330)	(565,049)	(465,570)	(342,029)	(179,046)	3,027	160,144	317,261	474,378	631,495	788,613

Recoupment Period 4 years

Jewel Pak International (Myanmar) Co.,Ltd

Net Equivalent US$ Saving

Particulars	Year									
	1	2	3	4	5	6	7	8	9	10
Income in Equivalent US$	574,500	724,800	819,024	933,687	1,027,056	1,129,762	1,129,762	1,129,762	1,129,762	1,129,762
Expenditure in Equivalent US$	519,249	642,251	710,413	815,634	899,913	940,913	940,913	940,913	940,913	940,913
Provision for Income Tax						47,212	47,212	47,212	47,212	47,212
Net Equivalent US$ Exchange Saving	55,251	82,549	108,611	118,054	127,143	141,636	141,636	141,636	141,636	141,636

Jewel Pak International (Myanmar) Co.,Ltd

Annex-11

Internal Rate of Return

Period	Net Cash Flow	10%		20%	
		Dicount Factor	Discounted Cash Flow	Discount Factor	Discounted Cash Flow
Construction	(571,330)	**1.0000**	(571,330)	**1.0000**	(571,330)
Year -1	6,281	**0.9091**	5,710	**0.8333**	5,234
Year -2	99,479	**0.8264**	82,214	**0.6944**	69,083
Year -3	123,541	**0.7513**	92,818	**0.5787**	71,493
Year -4	162,984	**0.6830**	111,320	**0.4823**	78,599
Year -5	182,073	**0.6209**	113,053	**0.4019**	73,171
Year -6	157,117	**0.5645**	88,688	**0.3349**	52,618
Year -7	157,117	**0.5132**	80,626	**0.2791**	43,848
Year -8	157,117	**0.4665**	73,296	**0.2326**	36,540
Year -9	157,117	**0.4241**	66,633	**0.1938**	30,450
Year -10	157,117	**0.3855**	60,575	**0.1615**	25,375
	Total		**203,604**		**(84,917)**

IRR Rate = **17.06 %**

DRAFT

LAND AND BUILDING LEASE AGREEMENT

This LAND AND BUILDING LEASE AGREEMENT (hereinafter referred to as LEASE AGREEMENT) is made on the .... day of 2014;

Between

U Aung Lwin citizens of Myanmar and having their residence address at No - 16 , Phone Gyi Street , Ward 6,Lanmadaw Township, Yangon Region, Republic of the Union of Myanmar (hereinafter referred to as "the LESSOR" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representative) of the one part,

and

Jewel Pak International (Myanmar) Co., Ltda private company limited by shares incorporated under the laws of the Republic of the Union of Myanmar and having its registered office at Plot No. 498 ,Myay Tine Block No.25 ,Shwe Lin Ban Industrial Zone, , Hlaing Tharyar Township ,Yangon Region (hereinafter referred to as "the LESSEE" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, permitted assigns and legal representatives) of the other part.

WITNESSETH that:-

WHEREAS the LESSOR represents that he is the legal and beneficial owner of Plot No. 498 ,Myay Tine Block No.25 ,Shwe Lin Ban Industrial Zone, , Hlaing Tharyar Township ,Yangon Region, the Republic of the Union of Myanmar with total area of 2.137 acres (hereinafter referred to as the "LAND");

WHEREAS the LESSEE would like to make investment on the LAND under the Foreign Investment Law in manufacturing of garment under CMP basic (hereinafter referred to as the "Business") subject to the approval of the Myanmar Investment Commission;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Article I. DEFINITIONS

Unless the context otherwise requires, the terms used in this LEASE AGREEMENT shall have the meanings set forth below:

1.1 "LEASE AGREEMENT" shall mean this LAND AND BUILDING LEASE AGREEMENT. All of the annexes attached to this LEASE AGREEMENT shall also form the integral parts of this LEASE AGREEMENT.

1.2 "THE PARTIES" shall mean collectively the LESSOR and the LESSEE and "THE PARTY" shall mean the LESSOR or the LESSEE as the context requires. "THIRD PARTY" shall mean any party/person which/who is not a party to this LEASE AGREEMENT.

1.3 "BUSINESS" shall mean establishment and operation of **"Manufacturing of jewellery packaging products"**.

1.4 "BUILDING" shall means existing **Factory building** on the **LAND** with an area of 1.225 Acre (4958 sq meter)

1.5 "FIL" shall mean the Republic of the Union of Myanmar Foreign Investment Law.

1.6 "MIC" shall mean the Republic of the Union of Myanmar Investment Commission.

Article 2. WARRANTY AND REPRESENTATION

2.1 Each party represents and warrants to the other party that it is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this LEASE AGREEMENT.

2.2 The LESSOR ensures that the LESSEE shall peacefully and quietly enjoy the lease of the LAND and the BUILDINGS during the lease period and extension thereof without any disturbances or interruption.

Article 3. LEASE OF LAND AND BUILDING

3.1 In consideration of the payments referred to in Article 8 and subject to covenants and fulfillment of the terms and conditions of this LEASE AGREEMENT, the LESSOR hereby leases to the LESSEE the LAND and BUILDING situated at Plot No. 498 ,Myay Tine Block No.25 ,Shwe Lin Ban Industrial Zone, , Hlaing Tharyar Township ,Yangon Region and the LESSEE agrees to take on the lease for establishment and operation of **"jewellery packaging"** subject to the terms and conditions of this LEASE AGREEMENT.

Article 4. CONDITIONS PRECEDENT

4.1 This LEASE AGREEMENT is conditional upon receipt of all necessary and requisite approval for the PROJECT from relevant government authorities in the the Republic of the Union of Myanmar.

Article 5. EFFECTIVE DATE

5.1 This LEASE AGREEMENT shall come into force and become effective on the date of signing by both the parties hereto having been authenticated by witnesses after obtaining the approvals and permits from relevant government authorities of the Republic of the Union of Myanmar.

Article 6. TERM

6.1 This LEASE AGREEMENT shall come into force and effect on the date of its signing and 1st year lease period shall become effective on that date, and shall be subject to the permit being obtained by the LESSEE from the MIC under FIL.

6.2 The term of the lease shall be for an initial period of (30) years commencing from the effective date of this LEASE AGREEMENT and renewable for another 10 years two time terms subject to negotiation between the parties and the approval of the Myanmar Investment Commission.

6.3 The LESSEE shall be given the option to extend the lease by giving a notice stating proposed period of extension. In case the LESSEE opts to extend the lease for another extendable term stipulated in Article 6.2 within one year before the expiration of the term in effect, the LESSOR shall extend the lease under the same terms and conditions subject to the approval of MIC.

Article 7. GOVERNING LAW AND JURISDICTION

7.1 This LEASE AGREEMENT shall be governed by and construed in all respects in accordance with the laws of the Republic of the Union of Myanmar.

7.2 The parties hereto hereby agree to submit to the jurisdiction of the relevant Court of Myanmar and all courts competent to hear appeals there from.

Article 8. LEASE PAYMENT

In consideration of the LESSOR entering into this LEASE AGREEMENT, the LESSEE shall make the following payments to the LESSOR.

8.1 ANNUAL RENT

8.1.1 The LESSOR and the LESSEE agree that the annual rent shall be calculated at the rate of **US$ 5** per square meter per year for total uncovered of 3,690 sq meter and **US$ 5.5** per square meter per year for total covered of 4,958 sq meter . Total rental charges is US$ 45,719 per year.

8.1.2 For every subsequent term of 5 (five) years' lease, the rent may be reviewed. If the parties should determine that an adjustment thereof should be made, then such upwards adjustment should not be more than **10%** of the then existing rental .

Article 9. OBLIGATIONS AND RIGHTS OF THE LESSEE

The LESSEE hereby covenants with the LESSOR for the followings:-

9.1 The LESSEE shall start its activities without undue delay after the permit is granted by the MIC.

9.2 The LESSEE shall make its investment in the manner prescribed under the FIL.

9.15 Apart from the business permitted by the MIC, the LESSEE shall not extract above/ underground natural resources at the leased land.

9.17 After obligations in the agreement have been discharged and lease is terminated, leased l and shall be transferred to the LESSEE within 7 days from the completion of the settlement.

9.18 If this agreement is terminated before expiry of the term for any reason, rent shall be settled in accordance with the stipulation contained in this Lease Agreement in order not to cause damage to the LESSEE before transferring.

Article 10. OBLIGATIONS OF THE LESSOR

On the condition that the LESSEE paying the rent given and performing and observing the covenants, conditions and agreement herein contained, the LESSOR hereby covenants with the LESSEE as follows:

10.1 The LESSOR shall provide vacant possession of the LAND and BUILDING to the LESSEE free and clear of all encumbrances, liens and claims of any kind whatsoever and all costs of compensation or relocation, if any, of existing tenants, lessees, licenses and all other occupiers of the LAND shall be borne by the LESSOR only.

10.2 The LESSOR shall pay the land revenue for the LAND.

10.3 The LESSOR shall use its best endeavors to ensure that the LESSEE has access to the necessary infrastructure such as approaches, water, electricity, telephone services, email and internet services provided by the relevant Government Authorities.

10.4 The LESSOR shall inform the MIC of having been transferred of the l and within 7 days from the receipt of the leased land.

10.5 The LESSOR shall obtain separate ownership document for the LAND coordinating with respective department distinguishing from Plot No. 498 ,Myay Tine Block No.25 ,Shwe Lin Ban Industrial Zone, , Hlaing Tharyar Township ,Yangon Region.

Article 11. DUTIES AND TAXES

11.1 The LESSEE shall be responsible for the payment of all stamp duties which may arise from signing of this LEASE AGREEMENT and for the payment of duties and taxes of all kinds which may arise from pursuing the object of the Land lease, the installations erected thereon and its operation.

Article 12. LAW OF PERFORMANCE

12.1 Each of the parties acknowledges and confirms that all the activities carried out under this LEASE AGREEMENT shall be in accordance with laws, rules, regulations, directives in force in the Republic of the Union of Myanmar.

12.2 The Parties undertake to act in good faith with respect to each other's rights under this LEASE AGREEMENT and to adopt all reasonable measures to ensure the realization of the objectives of this LEASE AGREEMENT.

9.3 The LESSEE observing and performing the conditions herein contained such as but not limited to paying the rent hereby reserved, shall peaceably and quietly possess and enjoy the use of the LAND and BUILDING.

9.4 The LESSEE shall have the right to construct buildings deemed necessary and appropriate for the implementation and operation of its BUSINESS.

9.5 The LESSEE shall note that the investment under this LEASE AGREEMENT and all its economic operations carried out in pursuant thereof shall be governed and construed by the existing laws of the Republic of the Union of Myanmar and modifications made thereto from time to time.

9.6 The LESSEE shall provide the LESSOR or other agencies of the Government of the Republic of the Union of Myanmar such information or data as may reasonably be requested of it in connection with its operations covered by this LEASE AGREEMENT.

9.7 The LESSEE shall not have the right to sell, assign, transfer or otherwise dispose of all or any part of its rights and interests under this LEASE AGREEMENT to any of its affiliates or any other party without the prior approval of the LESSOR and the MIC.

9.8 The LESSEE shall maintain books and records of accounts in accordance with generally accepted and recognized accounting standard and shall produce them for inspection by the LESSOR or any other agency of the Government of the Union of Myanmar when reasonably called upon or required under any law to do so. It shall also allow inspection of its operation by such an agency under similar conditions.

9.9 The LESSEE shall strictly comply with the laws, rules and regulations of the government and local authorities and observe the order of the LESSOR relating to compliance with this LEASE AGREEMENT.

9.10 The LESSEE shall ensure that its foreign personnel and their families abide by the Laws of the Republic of the Union of Myanmar and they do not interfere in the internal affairs of the Republic of the Union of Myanmar.

9.11 The LESSEE shall procure all necessary insurance set forth under the FIL, Myanmar Insurance Laws, directives and orders issued under these laws.

9.12 The LESSEE must take reasonable measures to prevent environmental pollution due to discharge of waste materials from the BUSINESS.

9.13 The LESSEE shall pay all municipal taxes, rates as well as assessments except land tax mentioned in Article 10.2 of this LEASE AGREEMENT during the period of this LEASE AGREEMENT that now are or may hereinafter during the said term be imposed upon the said land or any part thereof.

9.14 On the leased land, the LESSEE shall not carry out any activity which is not related to project approved by MIC.

Article 13. NATURAL RESOURCES

13.1 Mineral resources ,treasures, gems and other natural resources discovered unexpectedly from, in or under the leased land during the terms of this LEASE AGREEMENT and extension thereof shall be the property of the Government of The Republic of the Union of Myanmar.

13.2 If the LESSEE finds out natural resources, antique, ancient monument or treasure trove on or under the LAND, it shall inform within 24 hours from the time of such finding to the Head of relevant township administration office and the Commission

13.3 The LESSEE shall inform immediately to the Commission if natural mineral resources or antique objects and treasure trove which are not related to the permitted business and not include in the original contact are found above and under the land on which he is entitled to lease or use ,continuing to carry out business on such land if the Commission allows and transferring and carrying out to the substituted place which is selected and submitted by the investor if the permission of continuing to carry out is not obtained.

Article 14. DEFAULT

14.1 It is mutually agreed that if LESSEE fails to a substantial extent to perform or observe the terms and conditions of this LEASE AGREEMENT and fails to rectify such non-performance or non-observance within (90) days notice in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession of the land or any part thereof and this LEASE AGREEMENT shall thereupon cease and terminate, provided that such right of re-entry shall not prejudice any right of action or other remedy of the LESSOR for the recovery of rent due from the LESSEE up to date of such termination or in respect of any other breach by the LESSEE of the term and conditions of this LEASE AGREEMENT.

Article 15. RENEGOTIATION & MODIFICATON

15.1 In the event any situation or condition arises due to circumstances not envisaged in this LEASE AGREEMENT and warrants amendments to this LEASE AGREEMENT, the parties shall negotiate with a view to making the necessary amendments.

15.2 All notifications change and/or amendments to this LEASE AGREEMENT intended to be an integral part of this LEASE AGREEMENT shall only be valid if agreed and confirmed in writing by both parties with prior approval of the MIC.

Article 16. ARBITRATION

16.1 Any dispute, controversy or difference between the parties arising from or in connection with this LEASE AGREEMENT or for the breach hereof, shall be first resolved through mutual consultations and amicable settlement. In the event such dispute cannot be resolved to the mutual satisfaction of the parties, the matter shall be submitted for final settlement, upon written request of either party, to an arbitration

committee composed of three (3) members, one selected by the LESSOR, another by the LESSEE, and the third by the two (2) arbitrators thus chosen. The language of the arbitration shall be English.

16.2 The arbitration proceedings shall be conducted in a place in Yangon, Myanmar acceptable to both parties and shall commence not later than ten (10) calendar days after the arbitration committee is constituted. The arbitration committee shall render its decision within thirty (30) calendar days after the parties have completed presenting their respective cases. The decision of the majority of the arbitration committee shall (i) be final, (ii) be binding upon the LESSOR and the LESSEE, and (iii) be enforceable against either party in any court of competent jurisdiction.

16.3 All expenses in connection with the arbitration proceedings, excluding the fees of the respective legal counsels of the parties but including the fees of the arbitrators, shall be borne by the party against whom the award is made.

16.4 In respect of matters not covered by the preceding paragraphs, the provisions of the Myanmar Arbitration Act 1944 (Myanmar Act No. IV of 1944) or any subsisting statutory modifications thereof shall apply.

Article 17. FORCE MAJEURE

17.1 A party hereto shall be excused from its obligations hereunder when and to the extent that performance thereof is delayed or prevented by any Force Majeure event, that is any event beyond the reasonable control of a party and which is unavoidable notwithstanding the reasonable care of the party affected. The word "Force Majeure" shall include, without limitation, earthquakes, storms, typhoons, floods, fires, civil unrest or disturbance, war outbreaks or other unpredicted disasters beyond anyone's control or prevention.

7.2 The party affected by any such Force Majeure event which seeks to excuse its performance under this LEASE AGREEMENT or under any of the provision hereof shall promptly notify within 14 (fourteen) days after the occurrence of such event to the other party advising the latter of the excuse and the steps it will take to complete such performance. A party seeking the excuse will be excused with the approval of the other party from such performance to the extent such performance is delayed or prevented provided that the party so affected shall use reasonable practical efforts to complete such performance. Notwithstanding the foregoing, should such Force Majeure event remain more than six (6) months as from the date of such notification

thereof, this LEASE AGREEMENT shall be deemed to be terminated but subject to re-negotiation for renewal at the end of such event.

Article 18. TERMINATION OF THE LEASE AGREEMENT

18.1 Save for a fundamental breach on the part of either party or in accordance with Article 18.2 hereunder, this LEASE AGREEMENT shall run for the entirety of the period as specified in the above Article 6 of this LEASE AGREEMENT.

18.2 The parties hereto may terminate this LEASE AGREEMENT by mutual agreement approved by the MIC on the following conditions:-

18.2.1 expiration of the lease period or extension thereof;

18.2.2 substantial and continuous losses to the PROJECT;

18.2.3 breach of a material term of this LEASE AGREEMENT by one of the Parties;

18.2.4 occurrence of Force Majeure for a period of more than six (6) months :

18.2.5 incapability of implementing the original aims and objectives of this LEASE AGREEMENT: or

18.2.6 by mutual consent, provided that both parties shall jointly submit an application for the termination of this LEASE AGREEMENT to the MIC in accordance with the FIL.

18.3 If the investment permit granted to LESSEE under the FIL is withdrawn for any justifiable reason, this LEASE AGREEMENT shall be deemed to have been terminated on the date of such withdrawal.

18.4 If at any time during the construction and operation of the PROJECT, if either party fails to comply with the terms and conditions as mentioned in this LEASE AGREEMENT and fails to rectify such noncompliance within thirty (30) days' notice issued by the no defaulting party, the no defaulting party shall have the right to terminate this LEASE AGREEMENT.

18.5 Application shall be submitted to the MIC at least 6 months in advance if desirous of terminating the business for not profitable or incurring loss or any other reason.

18.6 On termination of this LEASE AGREEMENT, the operation under this LEASE AGREEMENT shall be deemed to have ceased and the winding up of the operations shall be undertaken in accordance with the existing laws of the Union of Myanmar.

Article 19. TAKING AWAY THE ASSETS

19.1 At the expiry of the LEASE AGREEMENT term or extension as mentioned in Article 6 thereof, the LESSEE shall take away its fixtures on the land and in the building which are installed by the LESSEE at its cost.

Article 20. ADDRESS FOR CORRESPONDENCE

20.1 All correspondence exchanged between the parties shall be, unless and until the party concerned gives notice of the change, sent to:-

U Aung Lwin
Address: No - 16 , Phone Gyi Street , Ward 6,Lanmadaw Township, Yangon Region
Phone :
Fax :
Email :

and to

Jewel Pak International (Myanmar) Co., Ltd.
Address: Plot No. 498 ,Myay Tine Block No.25 ,Shwe Lin Ban Industrial Zone, , Hlaing Tharyar Township ,Yangon Region
Phone :
Fax :
Email :

Article 21. COUNTERPARTS

21.1 This LEASE AGREEMENT written in English, considered as the official version, shall be executed in (two) separate counterparts which are exactly identical and each of which shall be deemed as original.

Article 22. LANGUAGE

22.1 All correspondence related to this LEASE AGREEMENT shall be in English.

Article 23. MISCELLANEOUS MATTERS

23.1 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any party under or pursuant to this LEASE AGREEMENT shall constitute a waiver by that party of that or any other right, power or remedy.

23.2 Each party shall from time to time upon the request of the other party execute any additional documents or instruments and do any other acts or things which may reasonably be required to effectuate the purpose of this LEASE AGREEMENT.

23.3 The provisions of this LEASE AGREEMENT shall be severable, and invalidity of any of the provisions of this LEASE AGREEMENT shall not affect the validity of the remaining provisions thereof.

23.4 Any party hereto at any time of any breach of any of the terms and conditions of this LEASE AGREEMENT shall not be interpreted as a waiver of any other terms and conditions of this LEASE AGREEMENT.

23.5 Matters not provided in this LEASE AGREEMENT shall be discussed in good faith and mutually agreed on by the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and affixed their seals on the day, the month and the year first above mentioned.

U Aung Lwin	FOR AND ON BEHALF OF **Jewel Pak International (Myanmar) Co., Ltd.**
....	....
	Name ....
	Designation ....
Date	Date ....

IN THE PRESENCE OF

....	....
Name	Name ....
Designation...........................	Designation...........................
Date	Date ....

ဆောက်လုပ်ရေးဝန်ကြီးဌာန

မြို့ပြနှင့်အိမ်ရာဖွံ့ဖြိုးရေးဦးစီးဌာန

အမည်	ဦးအောင်လွင်	တိုင်းဒေသကြီး/ပြည်နယ်	ရန်ကုန်
		မြို့နယ်	လှိုင်သာယာ
		မြေတိုင်းရပ်ကွက်အမှတ်	၂၅
		လူနေရပ်ကွက်အမှတ်	ရွှေလင်ဗန်း စက်မှုဇုန်
နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်	၁၂/လမတ(နိုင်)၁၀၁၇၅၁၂	မြေကွက်အမှတ်	၄၉၈
အမျိုးသားမှတ်ပုံတင်အမှတ်		မြေကွက်တည်နေရာ	
မြေငှားစာချုပ်အမှတ်			
အမှတ်တွဲအမှတ်/နေ့စွဲ	လလသသ(စက်မှုဇုန်)၊ ရွှေလင်ဗန်း၊ ၃၃၈၊ ၂၀၁၄		

မြေငှားစာချုပ် မူရင်း HA [illegible]762

နေ့စွဲ၊ ၂၀၁၄ ခုနှစ်၊ မေ လ၊ ၁၉ ရက်

မြေငှားစာချုပ်အမှတ် ...HA0001762......... အမှတ်တွဲအမှတ် ရယသ/ဗ (စက်မှုဇုန်) ရွှေလှော်ပုန်း/ [illegible] ၂၀၁၄

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် **"အငှားချထားသူ"** ဟုရည်ညွှန်းသည်၊ **"အငှားချထားသူ"** ဆိုသည့် စကားရပ်တွင် ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်းပါဝင်သည်၊)

နှင့် စက်မှုလက်မှုလုပ်ငန်း

.....ရန်ကုန်.... တိုင်းဒေသကြီး/ပြည်နယ် .... မြို့နေ ဦး [illegible] သား/သမီးဖြစ်သော ဦး/ဒေါ်...[illegible]...... နိုင်ငံသား/အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၂/[illegible](နိုင်)၀၁၇၇၅၁ (နောင်တွင် "အငှားစာချုပ်ရသူ" ဟုရည်ညွှန်းသည်၊)တို့ ၁၃၇၆... ခုနှစ်၊ ....ကဆုန်.... လဆန်း/လပြည့်ကျော် ..၆... ရက်နေ့၊ ၂၀၁၄ ခုနှစ်၊ .....မေ.... လ၊ ၁၉ ရက်နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်ချုပ်ဆိုကြသည်၊

အငှားစာချုပ်ရသူက နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့်လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါယေား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက်သွားလာနိုင်ခွင့်စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်၊ အဆိုပါမြေကွက်အတွင်း မြေပေါ် မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓါတ်သတ္တုပစ္စည်းများ၊ ကျောက်မျက်ရတနာများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်မိုင်းစသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌မပါဝင်ချေ၊ ထိုသို့ရှာဖွေတူးဖော် ရယူသယ်ဆောင်ရာ၌အဆိုပါမြေကွက် မျက်နှာပြင်ကို နှောင့်ယှက်ပျက်စီးစေခဲ့လျှင် အငှားစာချုပ်ရသူအား သင့်လျော်သောလျော်ကြေးကို အငှားချထားသူက ပေးရမည်၊ ထိုလျော်ကြေးနှင့်စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်းဆည်းရေးဥပဒေ [illegible] များ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်၊

စက်မှုဇုန်များ စီမံခန့်ခွဲရေး [illegible] ညွှန်ကြားချက်များကို လိုက်နာရမည်၊

ထို့ကြောင့် ဤစာချုပ် ချုပ်ဆိုသည့် ၁၉-၅-၂၀၁၄ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်၊

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ်ကာလအပိုင်းအခြားတွင် ၂၀၇၄ .. ခုနှစ်၊ ....မေ.....လ၊ ၁၈... ရက် နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ်ငါး နှစ်အတွင်းတွင် သုံးလပတ်အတွက် မြေငှားရမ်းခငွေ ကျပ်....၅၀၀၀၈/-. .... (ကျပ်ခြောက်သောင်းလုံးထောင်ကိုးဆယ့်ငါး/တိတိ) ကို ဇန်နဝါရီလ၊ ဧပြီလ၊ ဇူလိုင်လနှင့် အောက်တိုဘာလများ၏ လဆန်း (၁) ရက်နေ့များတွင် ကြိုတင်ပေးဆောင်ရမည်၊ အဆိုပါ နှစ်ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ဒုတိယ၊ တတိယ နှင့် စတုတ္ထ တစ်ဆယ်ငါး နှစ်စီအတွက် အပိုဒ်(၃)တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်၊

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည် ~

က) အထက်၌ မြေငှားခကို ပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌ သော်လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံများ၌ သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌ သော်လည်းကောင်း၊ အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ၊ စည်းကြပ်လတ္တံ့ဖြစ်သော အခွန်အတုပ်အားလုံးကို ပေးဆောင်ရန်၊

ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ (၆) လအတွင်း စတင်ဆောက်လုပ်၍ နှစ် နှစ်အတွင်းတွင် အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော အဆောက်အအုံများကို သက်ဆိုင်ရာဥပဒေ ၊ နည်းဥပဒေ ၊ စည်းမျဉ်း စည်းကမ်းချက်များ နှင့် အညီ ပြီးစီးအောင် ဆောက်လုပ်ရန်နှင့် ယင်းအဆောက်အအုံများကို အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်၊

ဂ) အဆိုပါမြေကွက် တည်ရှိသောရပ်ကွက်၌ သက်ဆိုင်ရာ ဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်များနှင့် ရေပိုက်များချထားလျှင် ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့် တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်၊

ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်ကခွင့်ပြုသော အဆောက်အအုံနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံများ ထပ်မံ၍ မဆောက်လုပ်ရန်၊

င) အငှားချထားသူ၏ စာဖြင့်သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း အဆိုပါမြေကွက်ကို စီးပွားရေးလုပ်ငန်းလုပ်ကိုင်ရန်အတွက်မှတပါး အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် အဆောက်အအုံများကို စီးပွားရေးလုပ်ငန်းအဖြစ်မှတပါး အခြားနည်းအသုံးမပြုရန်၊

စ) အငှားချထားသူ၏စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်အပြင် ၎င်းမြေ၏ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများ မပြုလုပ်ရ၊

ဆ) ဤ စာချုပ်နှင့် စပ်လျဉ်း၍ မည်သည့် ကိစ္စအတွက်မဆို အဆိုပါ မြေကွက် သို့ဖြစ်စေ၊ အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံ သို့ဖြစ်စေ၊ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရဆောင်ရွက်သူများအား နေ့ခင်းသင့်လျော်သည့်အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်၊

ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားကုန်ဆုံးသောအခါ အဆိုပါ မြေကွက် တည်ရှိသည့် အဆောက်အအုံ၊ အဆောက်အအုံများ၊ အမြဲတွယ်ကပ်ထားသောပစ္စည်းများ မပါဝင်စေဘဲ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် အငှားချထားသူက အပိုဒ် (၂) အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရုပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ၊ အဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်၊

[illegible] အပိုဒ်( ) အရ ဤစာချုပ်ကို ပယ်ဖျက်ပြီး မဟုတ်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူက နှစ်ပေါင်း ခြောက်ဆယ် [illegible]ကာလ ပြီးဆုံးသည်အထိ အဆိုပါမြေငှားခကို ပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါ [illegible] ပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်[illegible]တွင် တည်ဆောက်တွယ်ကပ်ထားသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲ တွယ်ကပ်ထား[illegible] ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြား မကုန်မီ (၆) လအတွင်း ဖျက်သိမ်း သယ်ယူ ခန့်ခွဲနိုင်သည်။ ထို့ရာတွင် ထိုသို့သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက် ပျက်စီးယိုယွင်းခဲ့လျှင် ထိုမြေကွက်ကို မူလ [illegible]အတိုင်းရှိအောင် ပြုပြင်ပေးရန်၊

......၂၀၂၃......ခုနှစ်၊ ......မေ......................လ၊ ...၁၈... ရက်နေ့မှစ၍ ပထမ တစ်ဆယ့်ငါး နှစ်ကုန်ဆုံး သောအခါ ဒုတိယ တစ်ဆယ့်ငါး နှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄ အရ စည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ ဒုတိယ တစ်ဆယ့်ငါး နှစ်ကုန်ဆုံးသောအခါ တတိယ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရစည်းကြပ်သော သုံးလပါတ်မြေငှားခကိုလည်းကောင်း၊ တတိယ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံးသောအခါ စတုတ္ထ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရ စည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်၊ အကယ်၍ အထက်ပါ နည်းလမ်းအတိုင်း မြေငှားခကို ပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင် ပြဋ္ဌာန်း ထားသည့် နည်းလမ်းအတိုင်း မြေငှားခကို ပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲ သုံးလပါတ် မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်၊

(ယ) ဤစာချုပ်ပါ အခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင် ပါရှိစေကာမူ ဤစာချုပ်ချုပ်ဆိုသည့် နေ့မှစ၍ ပထမ နှစ်ပေါင်း သုံးဆယ် အတွင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော မြေငှားခကို ပြေလည်အောင် ပေးဆောင်ခဲ့သောကြောင့်လည်းကောင်း၊ ပြုလုပ်ထားသည့် ပဋိညာဉ်ခံချက်များကို မပျက်မကွက် လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့်လည်းကောင်း၊ သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော သုံးလပါတ် မြေငှားခဖြင့် နောက်ထပ်နှစ်ပေါင်း သုံးဆယ် အတွက်ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်းမြေငှား စာချုပ်အသစ် ချုပ်ဆိုရန်သဘောတူကြောင်း၊ အဆိုပါ ပထမနှစ်ပေါင်း သုံးဆယ် မပြည့်မီ အနည်းဆုံး (၆) လ ကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့်အကြောင်းကြားရမည်၊ အကြောင်းကြားစာနှင့်အတူ ပထမ မြေငှားစာချုပ်ကို ပေးအပ်လျှင် ထိုအကြောင်းကြားစာ ရရှိသည့်နေ့မှ (၆) လအတွင်း နောက်နှစ်ပေါင်း သုံးဆယ် အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့် ဖြစ်နိုင်သမျှတူညီသည့် ပဋိညာဉ်ခံချက်များပါရှိသည့် မြေငှားစာချုပ်အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူက ထုတ်ပေးရန်၊ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပါတ်မြေငှားခကို အငှားစာချုပ်ရသူက ပေးဆောင်ရန်။

ဤစာချုပ်ပါ စကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ပြနှင့်ကျေးရွာအိမ်ရာဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ် နှင့် ညွှန်ကြားရေးမှူး တို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကို ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ......................

....ဦးအောင်ကျော်......................သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့်

[illegible]

မူရင်း ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

မြို့ ...ရန်ကုန်........

ဦးမင်းထိုက်

ညွှန်ကြားရေးမှူးချုပ် ....

ညွှန်ကြားရေးမှူးချုပ်

ဦးစစ်နိုင်

ဒုတိယ ညွှန်ကြားရေးမှူးချုပ် ....

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

ဦးဌေးအောင်

ညွှန်ကြားရေးမှူး .... တို့ ....

ညွှန်ကြားရေးမှူး

ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်၊

ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ လက်မှတ်ရေးထိုးသည်၊

အသိသက်သေ

ဦးတင်မောင်မြင့်

ဒုတိယညွှန်ကြားရေးမှူး(မြေနှင့်အခွန်) ....

အငှားစာချုပ်ရသူ...ဦးမြအောင်ကျွင်......က လက်မှတ်ရေးထိုးသည်၊ ....

အငှားစာချုပ်ရသူ

အသိသက်သေ

၁။ ....

၂။ ....

ဦးဖိုးအာရှ

လက်ထောက်ညွှန်ကြားရေးမှူး

အထက်တွင် ရည်ညွှန်းထားသည့်ယော မြေနှင့်အခွန်ဌာနခွဲ(ရုံးချုပ်)

မြေနှင့်အခွန်ဌာနခွဲမြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၊

မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ..(၁၅)ရပ်ကွက်၊ ရတနာရိပ်သာ..

မြေတိုင်းရပ်ကွက်အမှတ် ....၂၅..........

.....ရန်ကုန်...တိုင်းဒေသကြီး/ပြည်နယ်၊ ..လှိုင်သာယာ..ခရိုင်/မြို့နယ် အတွင်းရှိ .... တန်းစား၊

မြေကွက်အမှတ်....၃၉၈....ဖြစ်သည့် ပူးတွဲပါမြေပုံ၌ မှင်နီဖြင့် ပြထားသော အလျား ...၂၀၀'............ပေ၊

အနံ ....၄၅၁'.........ပေ၊ ခန့်ရှိသော အလားအလာ –

အရှေ့လားသော် .....မြေကွက်အမှတ်၊ ..၃၀၁..............

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တောင်လားသော် .....လမ်း..............

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လူနေအဆောက်အအုံမှတ်ပုံတင်ပုံစံ

၁။ အဆောက်အအုံအမျိုးအစား -

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၂။ ဆောက်လုပ်သည့်နှစ် -

၃။ အထပ်ပေါင်း -

၄။ အခန်းပေါင်း -

၅။ အဆောက်အအုံနေ အိမ်ထောင်စုနှင့်လူဦးရေပေါင်း

ရက်စွဲ	အိမ်ထောင်	ကျား	မ	ပေါင်း

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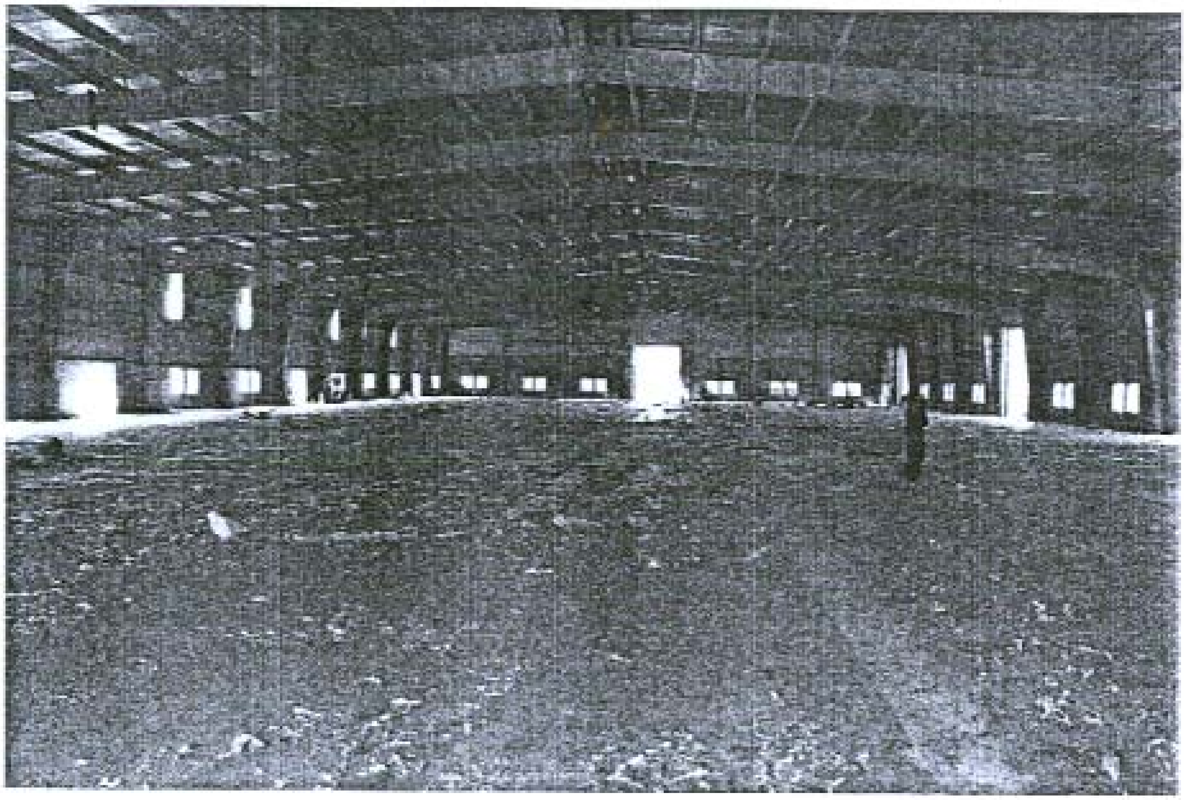
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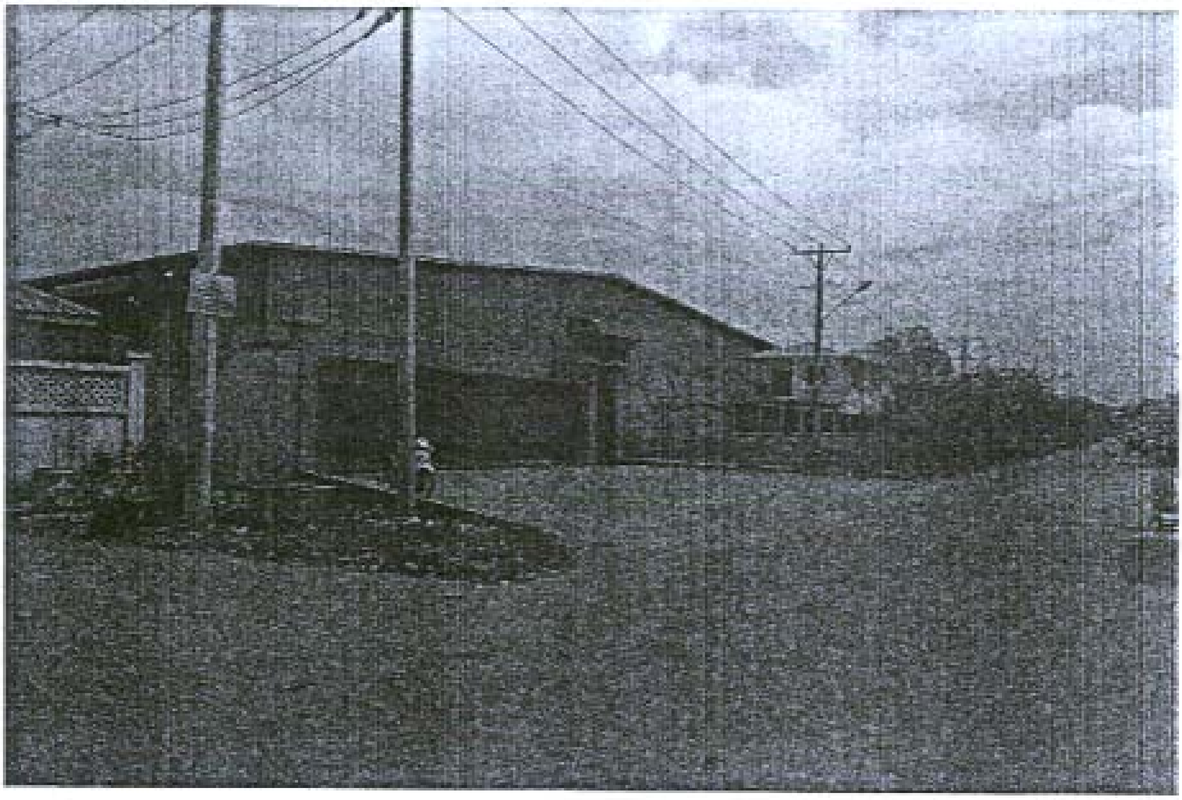
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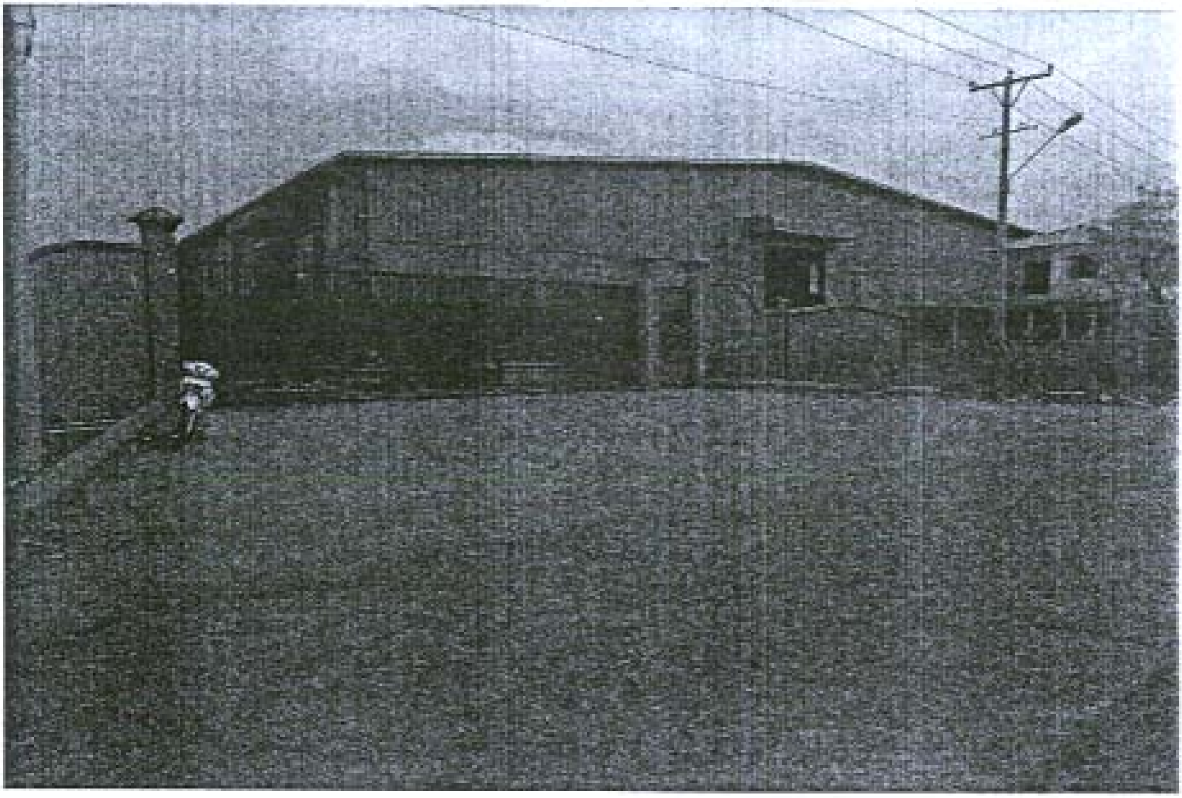
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編號 2165459
No.

公司註冊處
COMPANIES REGISTRY

公司註冊證明書
CERTIFICATE OF INCORPORATION

本人謹此證明
I hereby certify that

Victory Beam Far East Limited
聯勝遠東有限公司

於本日根據香港法例第622章《公司條例》
is this day incorporated in Hong Kong under the Companies Ordinance
在香港成立為法團，此公司是一間
(Chapter 622 of the Laws of Hong Kong), and that this company is
有限公司。
a limited company.

本證明書於二〇一四年十一月六日發出。
Issued on 6 November 2014.

CERTIFIED TRUE COPY
TEAMWAY & PARTNERS
Certified Public Accountants
FIRM REG. NO: 1219
DATE: 28 NOV 2014

香港特別行政區公司註冊處處長鍾麗玲
Ms Ada L L CHUNG
Registrar of Companies
Hong Kong Special Administrative Region

註 Note:
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
Please cut along the dotted line and display the valid business/branch registration certificate at business address.

正本
ORIGINAL

表格 2 FORM 2
《商業登記條例》(第 310 章)
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
《商業登記規例》
BUSINESS REGISTRATION REGULATIONS

[第 5 條]
[regulation 5]

商業/分行登記證 *Business/Branch Registration Certificate*

業務/法團所用名稱 Name of Business/ Corporation	聯勝遠東有限公司 VICTORY BEAM FAR EAST LIMITED
業務/分行名稱 Business/ Branch Name	** **
地址 Address	FLAT/RM 3 23/F KING PALACE PLAZA 52A SHA TSUI ROAD TSUEN WAN NT
業務性質 Nature of Business	GENERAL TRADING
法律地位 Status	BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy (APP)
06/11/2014	05/11/2015	64033318-000-11-14-9	$2,250

(登記費 FEE = $2,000)
(徵費 LEVY = $ 250)

CERTIFIED TRUE COPY
TEAMWAY & PARTNERS
Certified Public Accountants
FIRM REG. NO: 1219
DATE: 28 NOV 2014

請注意下列《商業登記條例》的規定：

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

茲收到所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

IRDB101A (12/2010) 06/11/2014 297052161 $2,250.00

VICTORY BEAM FAR EAST LIMITED

ROOM 3, 23/F., KING PALACE PLAZA.,
52A SHA TSUI RD., TSUEN WAN, HONG KONG
TEL : (852) 2417 3445 FAX . (852) 2417 3413

RESOLUTION OF THE BOARD OF DIRECTORS

Meeting of the Board of Victory Beam Far Fast Limited was held on 10th December 2014 at its registered office Room 3, 23/F., King Palace Plaza, 52A Sha Tsui Rd., Tsuen Wan, Hong Kong and the following resolutions were passed.

- It is resolved to make investment in the Republic of the Union of Myanmar for the business of manufacture of jewellery packaging products.

- It is resolved that amount to be invested in Myanmar will be US$ 500, 000 or as the Board will amend later on.

- It is resolved that following persons will be authorized to represent the Company for promoting stage, act as directors in the Company to be formed in Myanmar, and act as signatory for operating the bank account of the Company.

  (1) Ms. HO, Chi Ying (Passport No. K01527091)

- It is resolved that foreign currency bank account of the Company shall be opened at Myanmar Foreign Trade Bank or Myanmar Investment and Commercial bank or any other private bank which has been authorized by Central Bank of Myanmar for international foreign currency transaction.

Chairman of the Meeting

Secretary / Director

10th December 2014

VICTORY BEAM FAR EAST LIMITED

ROOM 3, 23/F , KING PALACE PLAZA ,

52A SHA TSUI RD , TSUEN WAN, HONG KONG

TEL : (852) 2417 3445 FAX : (852) 2417 3413

VICTORY BEAM FAR EAST LIMITED

List of Director

No.	Name	Position
(1)	Ms. HO, Chi Ying	Director

ARTICLES OF ASSOCIATION

OF

Victory Beam Far East Limited
聯勝遠東有限公司

Incorporated the 6th day of November 2014

No. 2165459

[C O P Y]

COMPANIES REGISTRY

CERTIFICATE OF INCORPORATION

* * *

I hereby certify that

Victory Beam Far East Limited
聯勝遠東有限公司

is this day incorporated in Hong Kong under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), and that this company is a limited company.

Issued on 6 November 2014.

(Sd.) Ms Ada L L CHUNG

Registrar of Companies
Hong Kong Special Administrative Region

Note:
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

THE COMPANIES ORDINANCE (CHAPTER 622)

Private Company Limited by Shares
ARTICLES OF ASSOCIATION
OF

Victory Beam Far East Limited
聯勝遠東有限公司

Part A Mandatory Articles

1. Company Name The name of the company is

"Victory Beam Far East Limited
聯勝遠東有限公司"

2. Members' Liabilities

The liability of the members is limited.

3. Liabilities or Contributions of Members

The liability of the members is limited to any amount unpaid on the shares held by the members.

4. Share Capital and Initial Shareholdings (on the company's formation)

The total number of shares that the company proposes to issue	1
The total amount of share capital to be subscribed by the company's founder members	HKD 1
(i) The amount to be paid up or to be regarded as paid up	HKD 1
(ii) The amount to remain unpaid or to be regarded as remaining unpaid	HKD 0

Document Ref. No.:
Submission Date:
Resubmission Date:

Class of Shares	Ordinary
The total number of shares in this class that the company proposes to issue	1
The total amount of share capital in this class to be subscribed by the company's founder members	HKD 1
(i) The amount to be paid up or to be regarded as paid up	HKD 1
(ii) The amount to remain unpaid or to be regarded as remaining unpaid	HKD 0

I/WE, the undersigned, wish to form a company and wish to adopt the articles of association as attached, and I/we respectively agree to subscribe for the amount of share capital of the Company and to take the number of shares in the Company set opposite my/our respective name(s).

Name(s) of Founder Members	Number of Share(s) and Total Amount of Share Capital
Yip, Tsz Ming 葉子明	1 Ordinary shares HKD 1
Total:	1 Ordinary shares HKD 1

Part B Other Articles

Part 1
Interpretation

1. Interpretation

(1) In these articles—

articles (本《章程細則》) means the articles of association of the company;

associated company (有聯繫公司) means—

(a) a subsidiary of the company;

(b) a holding company of the company; or

(c) a subsidiary of such a holding company;

distribution recipient (分派對象) means, in relation to a share in respect of which a dividend or other sum is payable—

(a) the holder of the share;

(b) if the share has 2 or more joint holders, whichever of them is named first in the register of members; or

(c) if the holder is no longer entitled to the share by reason of death or bankruptcy or otherwise by operation of law, the transmittee;

fully paid (已繳足款), in relation to a share, means the price at which the share was issued has been fully paid to the company;

holder (持有人), in relation to a share, means the person whose name is entered in the register of members as the holder of the share;

mental incapacity (精神上無行爲能力) has the meaning given by section 2(1) of the Mental Health Ordinance (Cap. 136);

mentally incapacitated person (精神上無行爲能力者) means a person who is found under the Mental Health Ordinance (Cap. 136) to be incapable, by reason of mental incapacity, of managing and administering his or her property and affairs;

Ordinance (《條例》) means the Companies Ordinance (Cap. 622);

paid (已繳) means paid or credited as paid;

proxy notice (代表通知書)—see article 43(1);

register of members (成員登記冊) means the register of members of the company;

transmittee (承傳人) means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law.

(2) Other words or expressions used in these articles have the same meaning as in the Ordinance as in force on the date these articles become binding on the company.

(3) For the purposes of these articles, a document is authenticated if it is authenticated in any way in which section 828(5) or 829(3) of the Ordinance provides for documents or information to be authenticated for the purposes of the Ordinance.

(4) The articles set out in Schedule 2 of the Companies (Model Articles) Notice (Cap. 622H) do not apply to the company.

Part 2
Private Company

2. Company is private company

(1) The company is a private company and accordingly—

(a) a member's right to transfer shares is restricted in the manner specified in this article;

(b) the number of members is limited to 50, and

(c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited.

(2) The directors may in their discretion refuse to register the transfer of a share.

(3) In paragraph (1)(b)—

member (成員) excludes—

(a) a member who is an employee of the company; and

(b) a person who was a member while being an employee of the company and who continues to be a member after ceasing to be such an employee.

(4) For the purposes of this article, 2 or more persons who hold shares in the company jointly are to be regarded as 1 member.

Part 3
Directors and Company Secretary

Division 1—Directors' Powers and Responsibilities

3. Directors' general authority

(1) Subject to the Ordinance and these articles, the business and affairs of the company are managed by the directors, who may exercise all the powers of the company.

(2) An alteration of these articles does not invalidate any prior act of the directors that would have been valid if the alteration had not been made.
(3) The powers given by this article are not limited by any other power given to the directors by these articles.
(4) A directors' meeting at which a quorum is present may exercise all powers exercisable by the directors.

4. Members' reserve power
(1) The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
(2) The special resolution does not invalidate anything that the directors have done before the passing of the resolution.

5. Directors may delegate
(1) Subject to these articles, the directors may, if they think fit, delegate any of the powers that are conferred on them under these articles—
- (a) to any person;
- (b) by any means (including by power of attorney);
- (c) to any extent and without territorial limit;
- (d) in relation to any matter; and
- (e) on any terms and conditions.

(2) If the directors so specify, the delegation may authorize further delegation of the directors' powers by any person to whom they are delegated.
(3) The directors may—
- (a) revoke the delegation wholly or in part; or
- (b) revoke or alter its terms and conditions.

Division 2—Decision-taking by Directors

6. Directors to take decision collectively
(1) A decision of the directors may only be taken—
- (a) by a majority of the directors at a meeting; or
- (b) in accordance with article 7.

(2) Paragraph (1) does not apply if—
- (a) the company only has 1 director; and
- (b) no provision of these articles requires it to have more than one director.

(3) If paragraph (1) does not apply, the director may take decisions without regard to any of the provisions of these articles relating to directors' decision-taking.

7. Unanimous decisions
(1) A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other (either directly or indirectly) by any means that they share a common view on a matter.
(2) Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
(3) A reference in this article to eligible directors is a reference to directors who would have been entitled to vote on the matter if it had been proposed as a resolution at a directors' meeting.
(4) A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at a directors' meeting.

8. Calling directors' meetings
(1) Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorizing the company secretary to give such notice.
(2) Notice of a directors' meeting must indicate—
- (a) its proposed date and time; and
- (b) where it is to take place.

(3) Notice of a directors' meeting must be given to each director, but need not be in writing.

9. Participation in directors' meetings
(1) Subject to these articles, directors participate in a directors' meeting, or part of a directors' meeting, when—
- (a) the meeting has been called and takes place in accordance with these articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether directors are participating in a directors' meeting, it is irrelevant where a director is and how they communicate with each other.

(3) If all the directors participating in a directors' meeting are not in the same place, they may regard the meeting as taking place wherever any one of them is.

10. Quorum for directors' meetings

(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors and unless otherwise fixed it is 2 unless there is a sole director, in which case the quorum is 1.

11. Meetings if total number of directors less than quorum

If the total number of directors for the time being is less than the quorum required for directors' meetings, the directors must not take any decision other than a decision—

(a) to appoint further directors; or

(b) to call a general meeting so as to enable the members to appoint further directors.

12. Chairing of directors' meetings

(1) The directors may appoint a director to chair their meetings.

(2) The person appointed for the time being is known as the chairperson.

(3) The directors may terminate the appointment of the chairperson at any time.

(4) If the chairperson is not participating in a directors' meeting within 10 minutes of the time at which it was to start or is unwilling to chair the meeting, the participating directors may appoint one of themselves to chair it.

13. Chairperson's casting vote at directors' meetings

(1) If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the directors' meeting has a casting vote.

(2) Paragraph (1) does not apply if, in accordance with these articles, the chairperson or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

14. Conflicts of interest

(1) This article applies if—

(a) a director is in any way (directly or indirectly) interested in a transaction, arrangement or contract with the company that is significant in relation to the company's business; and

(b) the director's interest is material.

(2) The director must declare the nature and extent of the director's interest to the other directors in accordance with section 536 of the Ordinance.

(3) The director must neither—

(a) vote in respect of the transaction, arrangement or contract in which the director is so interested; nor

(b) be counted for quorum purposes in respect of the transaction, arrangement or contract.

(4) If the director contravenes paragraph (3)(a), the vote must not be counted.

(5) Paragraph (3) does not apply to—

(a) an arrangement for giving a director any security or indemnity in respect of money lent by the director to or obligations undertaken by the director for the benefit of the company;

(b) an arrangement for the company to give any security to a third party in respect of a debt or obligation of the company for which the director has assumed responsibility wholly or in part under a guarantee or indemnity or by the deposit of a security;

(c) an arrangement under which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries, which do not provide special benefits for directors or former directors; or

(d) an arrangement to subscribe for or underwrite shares.

(6) A reference in this article (except in paragraphs (5)(d) and (7)) to a transaction, arrangement or contract includes a proposed transaction, arrangement or contract.

(7) In this article—

arrangement to subscribe for or underwrite shares (認購或包銷股份安排) means—

(a) a subscription or proposed subscription for shares or other securities of the company;

(b) an agreement or proposed agreement to subscribe for shares or other securities of the company; or

(c) an agreement or proposed agreement to underwrite any of those shares or securities.

15. Supplementary provisions as to conflicts of interest

(1) A director may hold any other office or position of profit under the company (other than the office of auditor and if the company has only 1 director, the office of company secretary) in conjunction with the office of director for a period and on terms (as to remuneration or otherwise) that the directors determine.

(2) A director or intending director is not disqualified by the office of director from contracting with the company—

(a) with regard to the tenure of the other office or position of profit mentioned in paragraph (1); or

(b) as vendor, purchaser or otherwise.

(3) The contract mentioned in paragraph (2) or any transaction, arrangement or contract entered into by or on behalf of the company in which any director is in any way interested is not liable to be avoided.

(4) A director who has entered into a contract mentioned in paragraph (2) or is interested in a transaction, arrangement or contract mentioned in paragraph (3) is not liable to account to the company for any profit realized by the transaction, arrangement or contract by reason of—

(a) the director holding the office; or

(b) the fiduciary relation established by the office.

(5) Paragraph (1), (2), (3) or (4) only applies if the director has declared the nature and extent of the director's interest under the paragraph to the other directors in accordance with section 536 of the Ordinance.

(6) A director of the company may be a director or other officer of, or be otherwise interested in—

(a) any company promoted by the company; or

(b) any company in which the company may be interested as shareholder or otherwise.

(7) Subject to the Ordinance, the director is not accountable to the company for any remuneration or other benefits received by the director as a director or officer of, or from the director's interest in, the other company unless the company otherwise directs.

16. Validity of acts of meeting of directors

The acts of any meeting of directors or the acts of any person acting as a director are as valid as if the directors or the person had been duly appointed as a director and was qualified to be a director, even if it is afterwards discovered that—

(a) there was a defect in the appointment of any of the directors or of the person acting as a director;

(b) any one or more of them were not qualified to be a director or were disqualified from being a director;

(c) any one or more of them had ceased to hold office as a director; or

(d) any one or more of them were not entitled to vote on the matter in question.

17. Record of decisions to be kept

The directors must ensure that the company keeps a written record of every decision taken by the directors under article 6(1) for at least 10 years from the date of the decision.

18. Written record of decision of sole director

(1) This article applies if the company has only 1 director and the director takes any decision that—

(a) may be taken in a directors' meeting; and

(b) has effect as if agreed in a directors' meeting.

(2) The director must provide the company with a written record of the decision within 7 days after the decision is made.

(3) The director is not required to comply with paragraph (2) if the decision is taken by way of a resolution in writing.

(4) If the decision is taken by way of a resolution in writing, the company must keep the resolution for at least 10 years from the date of the decision.

(5) The company must also keep a written record provided to it in accordance with paragraph (2) for at least 10 years from the date of the decision.

19. Directors' discretion to make further rules

Subject to these articles, the directors may make any rule that they think fit about—

(a) how they take decisions; and

(b) how the rules are to be recorded or communicated to directors.

Division 3—Appointment and Retirement of Directors

20. Appointment and retirement of directors

(1) A person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director—
  (a) by ordinary resolution; or
  (b) by a decision of the directors.

(2) Unless otherwise specified in the appointment, a director appointed under paragraph (1)(a) holds office for an unlimited period of time.

(3) An appointment under paragraph (1)(b) may only be made to—
  (a) fill a casual vacancy; or
  (b) appoint a director as an addition to the existing directors if the total number of directors does not exceed the number fixed in accordance with these articles.

(4) A director appointed under paragraph (1)(b) must—
  (a) retire from office at the next annual general meeting following the appointment; or
  (b) if the company has dispensed with the holding of annual general meetings or is not required to hold annual general meetings, retire from office before the end of 9 months after the end of the company's accounting reference period by reference to which the financial year in which the director was appointed is to be determined.

21. Retiring director eligible for reappointment

A retiring director is eligible for reappointment to the office.

22. Termination of director's appointment

A person ceases to be a director if the person—
  (a) ceases to be a director under the Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) or is prohibited from being a director by law;
  (b) becomes bankrupt or makes any arrangement or composition with the person's creditors generally;
  (c) becomes a mentally incapacitated person;
  (d) resigns the office of director by notice in writing of the resignation in accordance with section 464(5) of the Ordinance;
  (e) for more than 6 months has been absent without the directors' permission from directors' meetings held during that period; or
  (f) is removed from the office of director by an ordinary resolution of the company.

23. Directors' remuneration

(1) Directors' remuneration must be determined by the company at a general meeting.

(2) A director's remuneration may—
  (a) take any form; and
  (b) include any arrangements in connection with the payment of a retirement benefit to or in respect of that director.

(3) Directors' remuneration accrues from day to day.

24. Directors' expenses

The company may pay any travelling, accommodation and other expenses properly incurred by directors in connection with—
  (a) their attendance at—
    (i) meetings of directors;
    (ii) general meetings; or
  (b) the exercise of their powers and the discharge of their responsibilities in relation to the company.

Division 4—Directors' Indemnity and Insurance

25. Indemnity

(1) A director or former director of the company may be indemnified out of the company's assets against any liability incurred by the director to a person other than the company or an associated company of the company in connection with any negligence, default, breach of duty or breach of trust in relation to the company or associated company (as the case may be).

(2) Paragraph (1) only applies if the indemnity does not cover—
  (a) any liability of the director to pay—
    (i) a fine imposed in criminal proceedings; or

(ii) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or

(b) any liability incurred by the director—

(i) in defending criminal proceedings in which the director is convicted;

(ii) in defending civil proceedings brought by the company, or an associated company of the company, in which judgment is given against the director;

(iii) in defending civil proceedings brought on behalf of the company by a member of the company or of an associated company of the company, in which judgment is given against the director;

(iv) in defending civil proceedings brought on behalf of an associated company of the company by a member of the associated company or by a member of an associated company of the associated company, in which judgment is given against the director; or

(v) in connection with an application for relief under section 903 or 904 of the Ordinance in which the Court refuses to grant the director relief.

(3) A reference in paragraph (2)(b) to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.

(4) For the purposes of paragraph (3), a conviction, judgment or refusal of relief—

(a) if not appealed against, becomes final at the end of the period for bringing an appeal; or

(b) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.

(5) For the purposes of paragraph (4)(b), an appeal is disposed of if—

(a) it is determined, and the period for bringing any further appeal has ended; or

(b) it is abandoned or otherwise ceases to have effect.

26. Insurance

The directors may decide to purchase and maintain insurance, at the expense of the company, for a director of the company, or a director of an associated company of the company, against—

(a) any liability to any person attaching to the director in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the company or associated company (as the case may be); or

(b) any liability incurred by the director in defending any proceedings (whether civil or criminal) taken against the director for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the company or associated company (as the case may be).

Division 5—Company Secretary

27. Appointment and removal of company secretary

(1) The directors may appoint a company secretary for a term, at a remuneration and on conditions they think fit.

(2) The directors may remove a company secretary appointed by them.

Part 4
Decision-taking by Members

Division 1—Organization of General Meetings

28. General meetings

(1) Subject to sections 611, 612 and 613 of the Ordinance, the company must, in respect of each financial year of the company, hold a general meeting as its annual general meeting in accordance with section 610 of the Ordinance.

(2) The directors may, if they think fit, call a general meeting.

(3) If the directors are required to call a general meeting under section 566 of the Ordinance, they must call it in accordance with section 567 of the Ordinance.

(4) If the directors do not call a general meeting in accordance with section 567 of the Ordinance, the members who requested the meeting, or any of them representing more than one half of the total voting rights of all of them, may themselves call a general meeting in accordance with section 568 of the Ordinance.

29. Notice of general meetings

(1) An annual general meeting must be called by notice of at least 21 days in writing.

(2) A general meeting other than an annual general meeting must be called by notice of at least 14 days in writing.

(3) The notice is exclusive of—

(a) the day on which it is served or deemed to be served; and

(b) the day for which it is given.

(4) The notice must—
   (a) specify the date and time of the meeting;
   (b) specify the place of the meeting (and if the meeting is to be held in 2 or more places, the principal place of the meeting and the other place or places of the meeting);
   (c) state the general nature of the business to be dealt with at the meeting;
   (d) for a notice calling an annual general meeting, state that the meeting is an annual general meeting;
   (e) if a resolution (whether or not a special resolution) is intended to be moved at the meeting—
      (i) include notice of the resolution; and
      (ii) include or be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution;
   (f) if a special resolution is intended to be moved at the meeting, specify the intention and include the text of the special resolution; and
   (g) contain a statement specifying a member's right to appoint a proxy under section 596(1) and (3) of the Ordinance.

(5) Paragraph (4)(e) does not apply in relation to a resolution of which—
   (a) notice has been included in the notice of the meeting under section 567(3) or 568(2) of the Ordinance; or
   (b) notice has been given under section 615 of the Ordinance.

(6) Despite the fact that a general meeting is called by shorter notice than that specified in this article, it is regarded as having been duly called if it is so agreed—
   (a) for an annual general meeting, by all the members entitled to attend and vote at the meeting; and
   (b) in any other case, by a majority in number of the members entitled to attend and vote at the meeting, being a majority together representing at least 95% of the total voting rights at the meeting of all the members.

30. Persons entitled to receive notice of general meetings

(1) Notice of a general meeting must be given to—
   (a) every member; and
   (b) every director.

(2) In paragraph (1), the reference to a member includes a transmittee, if the company has been notified of the transmittee's entitlement to a share.

(3) If notice of a general meeting or any other document relating to the meeting is required to be given to a member, the company must give a copy of it to its auditor (if more than one auditor, to everyone of them) at the same time as the notice or the other document is given to the member.

31. Accidental omission to give notice of general meetings

Any accidental omission to give notice of a general meeting to, or any non-receipt of notice of a general meeting by, any person entitled to receive notice does not invalidate the proceedings at the meeting.

32. Attendance and speaking at general meetings

(1) A person is able to exercise the right to speak at a general meeting when the person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions that the person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—
   (a) the person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
   (b) the person's vote can be taken into account in determining whether or not those resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a general meeting, it is immaterial whether any 2 or more members attending it are in the same place as each other.

(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have rights to speak and vote at the meeting, they are able to exercise them.

33. Quorum for general meetings

(1) Two members present in person or by proxy constitute a quorum at a general meeting. If the company has only one member, that member present in person or by proxy constitutes a quorum at a general meeting of the company.

(2) No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

34. Chairing general meetings

(1) If the chairperson (if any) of the board of directors is present at a general meeting and is willing to preside as chairperson at the meeting, the meeting is to be presided over by him or her.

(2) The directors present at a general meeting must elect one of themselves to be the chairperson if—
- (a) there is no chairperson of the board of directors;
- (b) the chairperson is not present within 15 minutes after the time appointed for holding the meeting;
- (c) the chairperson is unwilling to act; or
- (d) the chairperson has given notice to the company of the intention not to attend the meeting.

(3) The members present at a general meeting must elect one of themselves to be the chairperson if—
- (a) no director is willing to act as chairperson; or
- (b) no director is present within 15 minutes after the time appointed for holding the meeting.

(4) A proxy may be elected to be the chairperson of a general meeting by a resolution of the company passed at the meeting.

35. Attendance and speaking by non-members

(1) Directors may attend and speak at general meetings, whether or not they are members of the company.

(2) The chairperson of a general meeting may permit other persons to attend and speak at a general meeting even though they are not—
- (a) members of the company; or
- (b) otherwise entitled to exercise the rights of members in relation to general meetings.

36. Adjournment

(1) If a quorum is not present within half an hour from the time appointed for holding a general meeting, the meeting must—
- (a) if called on the request of members, be dissolved; or
- (b) in any other case, be adjourned to the same day in the next week, at the same time and place, or to another day and at another time and place that the directors determine.

(2) If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for holding the meeting, the member or members present in person or by proxy constitute a quorum.

(3) The chairperson may adjourn a general meeting at which a quorum is present if—
- (a) the meeting consents to an adjournment; or
- (b) it appears to the chairperson that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(4) The chairperson must adjourn a general meeting if directed to do so by the meeting.

(5) When adjourning a general meeting, the chairperson must specify the date, time and place to which it is adjourned.

(6) Only the business left unfinished at the general meeting may be transacted at the adjourned meeting.

(7) If a general meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for an original meeting.

(8) If a general meeting is adjourned for less than 30 days, it is not necessary to give any notice of the adjourned meeting.

Division 2—Voting at General Meetings

37. General rules on voting

(1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

(2) If there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, is entitled to a second or casting vote.

(3) On a vote on a resolution on a show of hands at a general meeting, a declaration by the chairperson that the resolution—
- (a) has or has not been passed; or
- (b) has passed by a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(4) An entry in respect of the declaration in the minutes of the meeting is also conclusive evidence of that fact without the proof.

38. Errors and disputes

(1) Any objection to the qualification of any person voting at a general meeting may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered, and a vote not disallowed at the meeting is valid.

(2) Any objection must be referred to the chairperson of the meeting whose decision is final.

39. Demanding a poll

(1) A poll on a resolution may be demanded—

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before or on the declaration of the result of a show of hands on that resolution.

(2) A poll on a resolution may be demanded by—

- (a) the chairperson of the meeting;
- (b) at least 2 members present in person or by proxy; or
- (c) any member or members present in person or by proxy and representing at least 5% of the total voting rights of all the members having the right to vote at the meeting.

(3) The instrument appointing a proxy is regarded as conferring authority to demand or join in demanding a poll on a resolution.

(4) A demand for a poll on a resolution may be withdrawn.

40. Number of votes a member has

(1) On a vote on a resolution on a show of hands at a general meeting—

- (a) every member present in person has 1 vote; and
- (b) every proxy present who has been duly appointed by a member entitled to vote on the resolution has 1 vote.

(2) If a member appoints more than one proxy, the proxies so appointed are not entitled to vote on the resolution on a show of hands.

(3) On a vote on a resolution on a poll taken at a general meeting—

- (a) every member present in person has 1 vote for each share held by him or her; and
- (b) every proxy present who has been duly appointed by a member has 1 vote for each share in respect of which the proxy is appointed.

(4) This article has effect subject to any rights or restrictions attached to any shares or class of shares.

41. Votes of joint holders of shares

(1) For joint holders of shares, only the vote of the most senior holder who votes (and any proxies duly authorized by the holder) may be counted.

(2) For the purposes of this article, the seniority of a holder of a share is determined by the order in which the names of the joint holders appear in the register of members.

42. Votes of mentally incapacitated members

(1) A member who is a mentally incapacitated person may vote, whether on a show of hands or on a poll, by the member's committee, receiver, guardian or other person in the nature of a committee, receiver or guardian appointed by the Court.

(2) The committee, receiver, guardian or other person may vote by proxy on a show of hands or on a poll.

43. Content of proxy notices

(1) A proxy may only validly be appointed by a notice in writing (***proxy notice***) that—

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is authenticated, or is signed on behalf of the member appointing the proxy; and
- (d) is delivered to the company in accordance with these articles and any instructions contained in the notice of the general meeting in relation to which the proxy is appointed.

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(3) If the company requires or allows a proxy notice to be delivered to it in electronic form, it may require the delivery to be properly protected by a security arrangement it specifies.

(4) A proxy notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions dealing with any business to be transacted at a general meeting.

(5) Unless a proxy notice indicates otherwise, it must be regarded as—

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the general meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

44. Execution of appointment of proxy on behalf of member appointing the proxy

If a proxy notice is not authenticated, it must be accompanied by written evidence of the authority of the person who executed the appointment to execute it on behalf of the member appointing the proxy.

45. Delivery of proxy notice and notice revoking appointment of proxy

(1) A proxy notice does not take effect unless it is received by the company—

(a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking the appointment only takes effect if it is received by the company—

(a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

46. Effect of member's voting in person on proxy's authority

(1) A proxy's authority in relation to a resolution is to be regarded as revoked in the circumstances set out in section 605 of the Ordinance.

(2) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of the meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of the member.

47. Effect of proxy votes in case of death, mental incapacity, etc. of member appointing the proxy

(1) A vote given in accordance with the terms of a proxy notice is valid despite—

(a) the previous death or mental incapacity of the member appointing the proxy;

(b) the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy is executed; or

(c) the transfer of the share in respect of which the proxy is appointed.

(2) Paragraph (1) does not apply if notice in writing of the death, mental incapacity, revocation or transfer is received by the company—

(a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

48. Amendments to proposed resolutions

(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) notice of the proposed amendment is given to the company secretary in writing; and

(b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

(2) The notice must be given by a person entitled to vote at the general meeting at which it is to be proposed at least 48 hours before the meeting is to take place (or a later time the chairperson of the meeting determines).

(3) A special resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) the chairperson of the meeting proposes the amendment at the meeting at which the special resolution is to be proposed; and

(b) the amendment merely corrects a grammatical or other non-substantive error in the special resolution.

(4) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the vote on that resolution remains valid unless the Court orders otherwise.

Part 5
Shares and Distributions

Division 1—Issue of Shares

49. All shares to be fully paid up

No share is to be issued unless the share is fully paid.

Division 2—Interests in Shares

50. Company only bound by absolute interests

(1) Except as required by law, no person is to be recognized by the company as holding any share on any trust.

(2) Except as otherwise required by law or these articles, the company is not in any way to be bound by or recognize any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

(3) Paragraph (2) applies even though the company has notice of the interest.

Division 3—Share Certificates

51. Certificates to be issued except in certain cases

(1) The company must issue each member, free of charge, with one or more certificates in respect of the shares that the member holds, within—
   - (a) 2 months after allotment or lodgment of a proper instrument of transfer; or
   - (b) any other period that the conditions of issue provide.

(2) If more than one person holds a share, only 1 certificate may be issued in respect of it.

52. Contents and execution of share certificates

(1) A certificate must specify—
   - (a) in respect of how many shares the certificate is issued;
   - (b) the fact that the shares are fully paid; and
   - (c) any distinguishing numbers assigned to them.

(2) A certificate must—
   - (a) have affixed to it the company's common seal or the company's official seal under section 126 of the Ordinance; or
   - (b) be otherwise executed in accordance with the Ordinance.

53. Replacement share certificates

(1) If a certificate issued in respect of a member's shares is defaced, damaged, lost or destroyed, the member is entitled to be issued with a replacement certificate in respect of the same shares.

(2) A member exercising the right to be issued with a replacement certificate—
   - (a) must return the certificate that is to be replaced to the company if it is defaced or damaged; and
   - (b) must comply with the conditions as to evidence, indemnity and the payment of a reasonable fee that the directors decide.

Division 4—Transfer and Transmission of Shares

54. Transfer of shares

(1) Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of both the transferor and the transferee.

(2) No fee may be charged by the company for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The company may retain any instrument of transfer that is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

55. Power of directors to refuse transfer of shares

(1) Without limiting article 2(2), the directors may refuse to register the transfer of a share if—
   - (a) the instrument of transfer is not lodged at the company's registered office or another place that the directors have appointed;

(b) the instrument of transfer is not accompanied by the certificate for the share to which it relates, or other evidence the directors reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf; or
(c) the transfer is in respect of more than one class of shares.

(2) If the directors refuse to register the transfer of a share under paragraph (1) or article 2(2)—
(a) the transferor or transferee may request a statement of the reasons for the refusal; and
(b) the instrument of transfer must be returned to the transferor or transferee who lodged it unless the directors suspect that the proposed transfer may be fraudulent.

(3) The instrument of transfer must be returned in accordance with paragraph (2)(b) together with a notice of refusal within 2 months after the date on which the instrument of transfer was lodged with the company.

(4) If a request is made under paragraph (2)(a), the directors must, within 28 days after receiving the request—
(a) send the transferor or transferee who made the request a statement of the reasons for the refusal; or
(b) register the transfer.

56. Transmission of shares

If a member dies, the company may only recognize the following person or persons as having any title to a share of the deceased member—
(a) if the deceased member was a joint holder of the share, the surviving holder or holders of the share; and
(b) if the deceased member was a sole holder of the share, the legal personal representative of the deceased member.

57. Transmittees' rights

(1) If a transmittee produces evidence of entitlement to the share as the directors properly require, the transmittee may, subject to these articles, choose to become the holder of the share or to have the share transferred to another person.

(2) The directors have the same right to refuse or suspend the registration as they would have had if the holder had transferred the share before the transmission.

(3) A transmittee is entitled to the same dividends and other advantages to which the transmittee would be entitled if the transmittee were the holder of the share, except that the transmittee is not, before being registered as a member in respect of the share, entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

(4) The directors may at any time give notice requiring a transmittee to choose to become the holder of the share or to have the share transferred to another person.

(5) If the notice is not complied with within 90 days of the notice being given, the directors may withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

58. Exercise of transmittees' rights

(1) If a transmittee chooses to become the holder of a share, the transmittee must notify the company in writing of the choice.

(2) Within 2 months after receiving the notice, the directors must—
(a) register the transmittee as the holder of the share; or
(b) send the transmittee a notice of refusal of registration.

(3) If the directors refuse registration, the transmittee may request a statement of the reasons for the refusal.

(4) If a request is made under paragraph (3), the directors must, within 28 days after receiving the request—
(a) send the transmittee a statement of the reasons for the refusal; or
(b) register the transmittee as the holder of the share.

(5) If the transmittee chooses to have the share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

(6) All the limitations, restrictions and other provisions of these articles relating to the right to transfer and the registration of transfer of shares apply to the notice under paragraph (1) or the transfer under paragraph (5), as if the transmission had not occurred and the transfer were a transfer made by the holder of the share before the transmission.

59. Transmittees bound by prior notices
If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name has been entered in the register of members.

Division 5—Alteration and Reduction of Share Capital, Share Buy-backs and Allotment of Shares

60. Alteration of share capital
The company may by ordinary resolution alter its share capital in any one or more of the ways set out in section 170(2)(a), (b), (c), (d), (e) and (f)(i) of the Ordinance, and section 170(3), (4), (5), (6), (7) and (8) of the Ordinance applies accordingly.

61. Reduction of share capital
The company may by special resolution reduce its share capital in accordance with Division 3 of Part 5 of the Ordinance.

62. Share buy-backs
The company may buy back its own shares (including any redeemable shares) in accordance with Division 4 of Part 5 of the Ordinance.

63. Allotment of shares
The directors must not exercise any power conferred on them to allot shares in the company without the prior approval of the company by resolution if the approval is required by section 140 of the Ordinance.

Division 6—Distributions

64. Procedure for declaring dividends
(1) The company may at a general meeting declare dividends, but a dividend must not exceed the amount recommended by the directors.
(2) The directors may from time to time pay the members interim dividends that appear to the directors to be justified by the profits of the company.
(3) A dividend may only be paid out of the profits in accordance with Part 6 of the Ordinance.
(4) Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.
(5) Before recommending any dividend, the directors may set aside out of the profits of the company any sums they think fit as reserves.
(6) The directors may—
 (a) apply the reserves for any purpose to which the profits of the company may be properly applied; and
 (b) pending such an application, employ the reserves in the business of the company or invest them in any investments (other than shares of the company) that they think fit.
(7) The directors may also without placing the sums to reserve carry forward any profits that they think prudent not to divide.

65. Payment of dividends and other distributions
(1) If a dividend or other sum that is a distribution is payable in respect of a share, it must be paid by one or more of the following means—
 (a) transfer to a bank account specified by the distribution recipient either in writing or as the directors decide;
 (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors decide;
 (c) sending a cheque made payable to the specified person by post to the specified person at the address the distribution recipient has specified either in writing or as the directors decide;
 (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors decide.
(2) In this article—
specified person (指明人士) means a person specified by the distribution recipient either in writing or as the directors decide.

66. No interest on distributions

The company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by—

(a) the terms on which the share was issued; or

(b) the provisions of another agreement between the holder of the share and the company.

67. Unclaimed distributions

(1) If dividends or other sums are payable in respect of shares and they are not claimed after having been declared or become payable, they may be invested or made use of by the directors for the benefit of the company until claimed.

(2) The payment of the dividends or other sums into a separate account does not make the company a trustee in respect of it.

(3) A distribution recipient is no longer entitled to a dividend or other sum and it ceases to remain owing by the company, if—

(a) 12 years have passed from the date on which the dividend or other sum became due for payment; and

(b) the distribution recipient has not claimed it.

68. Non-cash distributions

(1) Subject to the terms of issue of the share in question, the company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).

(2) For paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, if any difficulty arises regarding the distribution—

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

69. Waiver of distributions

(1) Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by executing to the company a deed to that effect.

(2) But if the share has more than one holder or more than one person is entitled to the share (whether by reason of the death or bankruptcy of one or more joint holders, or otherwise), the deed is not effective unless it is expressed to be executed by all the holders or other persons entitled to the share.

Division 7—Capitalization of Profits

70. Capitalization of profits

(1) The company may by ordinary resolution on the recommendation of the directors capitalize profits.

(2) If the capitalization is to be accompanied by the issue of shares or debentures, the directors may apply the sum capitalized in the proportions in which the members would be entitled if the sum was distributed by way of dividend.

(3) To the extent necessary to adjust the rights of the members among themselves if shares or debentures become issuable in fractions, the directors may make any arrangements they think fit, including the issuing of fractional certificates or the making of cash payments or adopting a rounding policy.

Part 6
Miscellaneous Provisions

Division 1—Communications to and by Company

71. Means of communication to be used

(1) Subject to these articles, anything sent or supplied by or to the company under these articles may be sent or supplied in any way in which Part 18 of the Ordinance provides for documents or information to be sent or supplied by or to the company for the purposes of the Ordinance.

(2) Subject to these articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such a notice or document for the time being.

(3) A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Division 2—Administrative Arrangements

72. Company seals

(1) A common seal may only be used by the authority of the directors.

(2) A common seal must be a metallic seal having the company's name engraved on it in legible form.

(3) Subject to paragraph (2), the directors may decide by what means and in what form a common seal or official seal (whether for use outside Hong Kong or for sealing securities) is to be used.

(4) Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document; the document must also be signed by at least 1 director of the company and 1 authorized person.

(5) For the purposes of this article, an authorized person is—

- (a) any director of the company;
- (b) the company secretary; or
- (c) any person authorized by the directors for signing documents to which the common seal is applied.

(6) If the company has an official seal for use outside Hong Kong, it may only be affixed to a document if its use on the document, or documents of a class to which it belongs, has been authorized by a decision of the directors.

(7) If the company has an official seal for sealing securities, it may only be affixed to securities by the company secretary or a person authorized to apply it to securities by the company secretary.

73. No right to inspect accounts and other records

A person is not entitled to inspect any of the company's accounting or other records or documents merely because of being a member, unless the person is authorized to do so by—

- (a) an enactment;
- (b) an order under section 740 of the Ordinance;
- (c) the directors; or
- (d) an ordinary resolution of the company.

74. Winding up

(1) If the company is wound up and a surplus remains after the payment of debts proved in the winding up, the liquidator—

- (a) may, with the required sanction, divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they consist of property of the same kind or not) and may, for this purpose, set a value the liquidator thinks fair on any property to be so divided; and
- (b) may determine how the division is to be carried out between the members or different classes of members.

(2) The liquidator may, with the required sanction, vest the whole or part of those assets in trustees on trust for the benefit of the contributories that the liquidator, with the required sanction, thinks fit, but a member must not be compelled to accept any shares or other securities on which there is any liability.

(3) In this article—

required sanction (規定認許) means the sanction of a special resolution of the company and any other sanction required by the Ordinance.

---

jewelpak

寄件者: "TOK Services" <tok.servicesltd@gmail.com>
日期: 2015年1月5日 18:44
收件者: "jewelpak" <jewelpak@netvigator.com>
主旨: Re: revised proposal and bank address details

Dear Mr.Harrison,

Yes, the address and documents are ok.

Regards,
Myat Hsu

On Tue, Jan 6, 2015 at 8:18 AM, jewelpak <jewelpak@netvigator.com> wrote:

> Dear Myat Hsu,
>
> I will be sending the following documents to you via DHL to your address:
>
> Myat Hsu Paing
> No.(107), 1st Floor, Thayettaw 5th Street,
> Thayettaw (South) Quarter, Kyimyindine Township,
> Yangon
>
> Document list:
> 1. Original signed TOK service agreement
> 2. Original bank-in slip of Victory Beam Far East Ltd
> 3. Certified copy of business registration of Victory Beam Far East Ltd
> 4. Original signed resolution of Victory Beam Far East Ltd
> 5. Memorandum and Articles of Association of Victory Beam Far East Ltd
>
> **Please kindly confirm above address & document list is complete.**
>
> Many thanks.
>
> Best Regards,
> Harrison
>
> **From:** TOK Services
> **Sent:** Monday, January 05, 2015 1:05 AM
> **To:** jewelpak
> **Subject:** revised proposal and bank address details
>
> Dear Mr. Harrison,

中國銀行(香港)有限公司
BANK OF CHINA (HONG KONG) LIMITED

Deposit
存款

Date & Time : 2014/12/22 16:43:47
日期及時間

Deposit A/C : 012-355-9-218387-3
存款賬號

Transaction Ref. : 00001105487
交易備查號

Deposit A/C Name : VICTORY BEAM FAR EAST LIMITED
存款戶名

Cheque Total : USD1,000,000.00
支票總額

Cash Total : USD0.00
現金總額

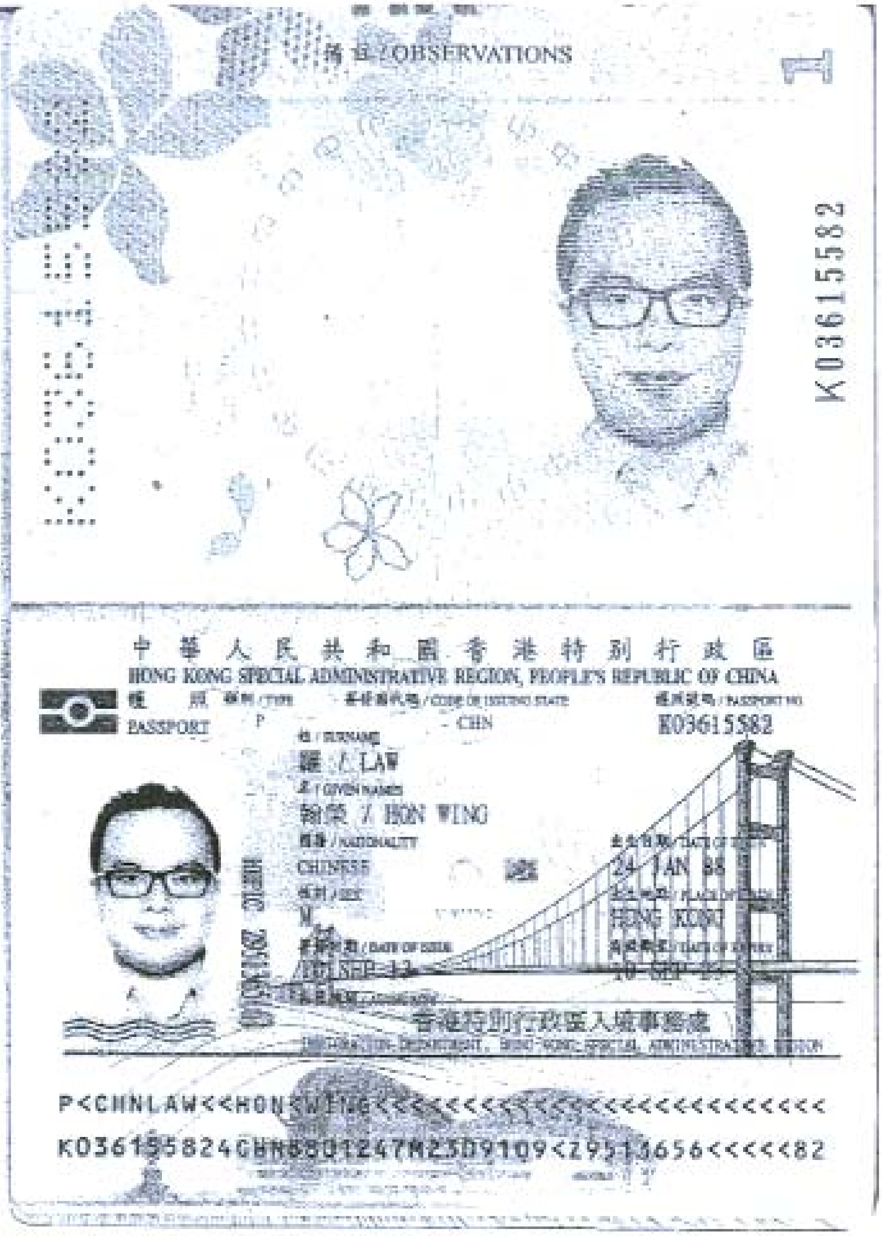
Dropbox : N
存票箱

Cheque No. 支票號碼	Bank/Br 銀行／分行	Amount 金額	Cheque No. 支票號碼	Bank/Br 銀行／分行	Amount 金額
489962	004002	1,000,000.00			

Customers should verify the details of the account and amount to be credited, the Bank will not be responsible for any loss incurred by payment so made.
客戶須核證賬號及金額，若銀行據該等資料入賬，而收賬者非客戶所擬，本行概不負責。

E N F00001105487 2014/12/22 16:43:47 91936 34962A 25679 25679 01710

BKD 443 (2014-09) WF



備註 / OBSERVATIONS

K03615582

中華人民共和國香港特別行政區

HONG KONG SPECIAL ADMINISTRATIVE REGION, PEOPLE'S REPUBLIC OF CHINA

護照 PASSPORT

種類 / TYPE: P

簽發國代碼 / CODE OF ISSUING STATE: CHN

護照號碼 / PASSPORT NO.: K03615582

姓 / SURNAME: 羅 / LAW

名 / GIVEN NAMES: 翰榮 / HON WING

國籍 / NATIONALITY: CHINESE

出生日期 / DATE OF BIRTH: 24 JAN 88

性別 / SEX: M

出生地點 / PLACE OF BIRTH: HONG KONG

簽發日期 / DATE OF ISSUE: 10 SEP 13

屆滿日期 / DATE OF EXPIRY: 10 SEP 23

簽發機關 / AUTHORITY: 香港特別行政區入境事務處

IMMIGRATION DEPARTMENT, HONG KONG SPECIAL ADMINISTRATIVE REGION

P<CHNLAW<<HON<WING<<<<<<<<<<<<<<<<<<<<<<<<<<<<

K036155824CHN8801247M2309109<Z9513656<<<<<82

Thank you



備註 / OBSERVATIONS

K01527091

中華人民共和國香港特別行政區
HONG KONG SPECIAL ADMINISTRATIVE REGION, PEOPLE'S REPUBLIC OF CHINA

護照 PASSPORT

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24 AUG 56

HONG KONG

香港特別行政區入境事務處
IMMIGRATION DEPARTMENT, HONG KONG SPECIAL ADMINISTRATIVE REGION

P<CHNHO<<CHI<[illegible]<<<<<<<<[illegible]<<<<<<<<<<<<<<<<

K015[illegible]70917CHN[illegible]249[illegible]2003175<C27[illegible]1694<<<<<94

CMP စနစ်ဖြင့် လက်ဝတ်ရတနာသည့် ဗူးနှင့် အိတ်အမျိုးမျိုးထုတ်လုပ်ခြင်းလုပ်ငန်းလုပ်ဆောင်ရန်အတွက် ပတ်ဝန်းကျင်ဆိုင်ရာ စီမံခန့်ခွဲမှု စီမံချက်

(**Enviromental Management Plan – EMP**)

Jewel Pak International (Myanmar) Co.,Ltd

Jewel Pak International (Myanmar) Co.,Ltd

၏ ပတ်ဝန်းကျင်ဆိုင်ရာ စီမံခန့်ခွဲမှု စီမံချက်(Enviromental Management Plan – EMP)

Jewel Pak International (Myanmar) Co.,Ltd သည် ရန်ကုန်တိုင်းဒေသကြီး ရွှေလင်ပန်းစက်မှုဇုန်တွင် **CMP** စနစ်ဖြင့် လက်ဝတ်ရတနာသည့် ဗူးနှင့် အိတ်အမျိုးမျိုးထုတ်လုပ်ခြင်း လုပ်ငန်း လုပ်ဆောင်ရန် အတွက် ပတ်ဝန်းကျင် ဆိုင်ရာစီမံခန့်ခွဲမှု စီမံချက် (**Enviromental Management Plan – EMP**) အောက်ပါအတိုင်း စီမံထားရှိပါသည်။

(၁) အသံဆူညံမှုဆိုင်ရာ ကာကွယ်ရေး စီမံချက်

(၂) ပတ်ဝန်းကျင် စိမ်းလန်းသာယာရေးဆောင်ရွက်မည့် အစီအမံ

(၃) ရေဆိုးရေညစ်များမထွက်ရှိရန် စီမံဆောင်ရွက်ထားရှိမှု

(၄) မီးဘေးဆိုင်ရာကာကွယ်ရေးစီမံချက်

(၁) အသံဆူညံမှုဆိုင်ရာ ကာကွယ်ရေး စီမံချက်

စက်ရုံသည် စက်မှုဇုန်အတွင်း တည်ရှိပါသောကြောင့် လူနေရပ်ကွက်များနှင့် ဝေးကွာခြင်း ၊အသုံးပြုမည့် စက်ပစ္စည်းများမှာလည်း နိုင်ငံတကာအဆင့်မီ စက်များကို အသုံးပြုခြင်းဖြင့် အသံဆူညံခြင်းကြောင့် ပတ်ဝန်းကျင်ထိခိုက်မှုမရှိစေရန် ဆောင်ရွက်ထားရှိပါသည်။

(၂) ပတ်ဝန်းကျင် စိမ်းလန်းသာယာရေးဆောင်ရွက်မည့် အစီအမံ

Jewel Pak International (Myanmar) Co.,Ltd သည်စက်ရုံစတင်လည်ပတ်သည့် အချိန်မှစတင်၍ စက်ရုံပတ်ဝန်းကျင် စိမ်းလန်းစိုပြေရေးအတွက် အလှပန်းပင်များ ၊ အရိပ်ရပင်များစိုက်ပျိုးထားရှိမည်ဖြစ်ပါသည်။ ပတ်ဝန်းကျင်စိမ်းလန်းသာယာရေးနှင့်ပတ်သက်၍ နိုင်ငံတော်မှ သတ်မှတ်ထားသည့် လမ်းညွှန်ချက်များအားလိုက်နာဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။

(၃) ရေဆိုးရေညစ်များမထွက်ရှိရန် စီမံဆောင်ရွက်ထားရှိမှု

Jewel Pak International (Myanmar) Co.,Ltd သည် လက်ဝတ်ရတနာထည့်သည့် ဗူးနှင့်အိတ်အမျိုးမျိုး ထုတ်လုပ်ခြင်း လုပ်ငန်းသာဖြစ်သည့်အတွက်ရေဆိုး၊ရေညစ်များလည်းထွက်ရှိနိုင်မည်မဟုတ်ပါ။စက်ရုံအတွင်းအသုံးပြုရာမှထွက်ရှိလာသောရေများအတွက်လည်းရေစီးရေလာကောင်းအောင် ရေနုတ်မြောင်းများ ကိုလည်း စနစ်တကျ စီစဉ်ထားရှိပါသည်။

(၄) မီးဘေးဆိုင်ရာကာကွယ်ရေးစီမံချက်

စက်ရုံတွင် မီးဘေးကာကွယ်ရေးအနေဖြင့် မီးသတ်ဆေးဘူးများလုံလောက်စွာစီမံထားရှိပါသည်။ ထို့ပြင်ဝန်ထမ်းများအားမီးဘေးကာကွယ်ရေးသင်တန်းများအားစေလွှတ် တက်ရောက်စေပါမည်။ ဆေးလိပ်သောက်သုံးသည့် ဝန်ထမ်းများအတွက် ဆေးလိပ်သောက်နိုင်သည့်နေရာ သတ်မှတ်ထားရှိမည်ဖြစ်ပါသည်။ မီးသတ်ဦးစီဌာနမှ သတ်မှတ်ထားသော စည်းမျဉ်း၊ စည်းကမ်းများအတိုင်းလိုက်နာဆောင်ရွက်ရန်စီမံထားရှိပြီးဖြစ်ပါသည်။ ဤလုပ်ငန်းအကောင်အထည်ဖော်နိုင်ရန် မြန်မာနိုင်ငံရင်းနှီး မြှုပ်နှံမှုကော်မရှင်၏ လမ်းညွှန်ချက်များနှင့်အညီ ဆောင်ရွက်သွားမည် ဖြစ်ပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဂျိဝယ်ပ(ခ်) အင်တာနေရှင်နယ် (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

**JEWEL PAK INTERNATIONAL (MYANMAR)
COMPANY LIMITED**

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျီဝယ်ပ(ခ်) အင်တာနေရှင်နယ် (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ကုမ္ပဏီ၏ အမည်သည် " ဂျီဝယ်ပ(ခ်) အင်တာနေရှင်နယ် (မြန်မာ) ကုမ္ပဏီ လီမိတက် " ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင်အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်ပါစာမျက်နှာအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်ရင်းနှီးမတည်ငွေရင်းသည် ကျပ် ၁,၀၀၀,၀၀၀,၀၀၀ /- (ကျပ် **သန်း တစ်ထောင်** တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀၀,၀၀၀ /- (ကျပ် **တစ်သိန်း** တိတိ)တန် အစုရှယ်ယာပေါင်း (၁၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေပြဋ္ဌာန်းချက်များနှင့်အညီသင်းလုံးကျွတ်အစည်းအဝေး၌တိုးမြှင့်နိုင်ခွင့်၊လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

(၁) အောက်ဖော်ပြပါ အစိုးရက ခွင့်ပြုသော ကုန်ပစ္စည်းများနှင့် ထုတ်ကုန်များကို မိမိတစ်ဦးတည်းဖြစ်စေ၊ မည်သည့်ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေသွင်းကုန်လုပ်ငန်းရှင်များ၊ထုတ်ကုန် လုပ်ငန်းရှင်များ၊လက်လီလက်ကား ရောင်းချသူများ၏ ကူးသန်းရောင်းဝယ်ရေးဆိုင်ရာ လုပ်ငန်းများကို လုပ်ကိုင်ရန်။

(က) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက် ကုန်ပစ္စည်းများကို စိုက်ပျိုးခြင်း၊ ထုတ်လုပ်ခြင်း၊ ရိတ်သိမ်းခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ထုတ်ပိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ကုန်ထုတ်လုပ်ခြင်း၊

(ခ) (ကျွန်းမှအပ) သစ်နှင့် သစ်တောထွက်ပစ္စည်းများအား(သက်ဆိုင်ရာဌာန၏ခွင့်ပြုချက်ဖြင့်) ခုတ်လှဲခြင်း၊ ထုတ်ယူခြင်း၊ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊တာရှည်ခံအောင်ပြုပြင်ခြင်းနှင့် အသားသေစေခြင်း။

(ဂ) တိရစ္ဆာန်ထွက်ကုန်ပစ္စည်နှင့် တိရစ္ဆာန်အစားအစာများထုတ်လုပ်ခြင်း

(ဃ) ရေထွက်ကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(င) ဓာတ်မြေသြဇာနှင့် ပိုးသတ်ဆေးများထုတ်လုပ်ခြင်း၊

(စ) ဓာတုဗေဒနှင့် ဓာတ်ဆေးဆိုးများထုတ်လုပ်ခြင်း

(ဆ) စက်ရုံသုံးပစ္စည်းများနှင့် ကုန်ကြမ်းပစ္စည်းများထုတ်လုပ်ခြင်း

(ဇ) အိမ်သုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဈ) လူသုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ည) ဆောက်လုပ်ရေးလုပ်ငန်းသုံးပစ္စည်းများနှင့် သုတ်ဆေးများထုတ်လုပ်ခြင်း၊

(ဋ) လျှပ်စစ်နှင့် အီလက်ထရောနစ်ကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဌ) ယာဉ်နှင့် စက်ကိရိယာနှင့် အပိုပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဍ) ကိရိယာတန်ဆာပလာအမျိုးမျိုးထုတ်လုပ်ခြင်း၊

(ဎ) ဆေးနှင့် ဆေးပစ္စည်းများထုတ်လုပ်ခြင်း

(ဏ) စားသောက်ကုန်နှင့် အထွေထွေ ကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း

(တ) အထည်အလိပ်နှင့် အဝတ်အထည်များထုတ်လုပ်ခြင်း၊

(ထ) စလက်မှုအနုပညာ ပစ္စည်းများ၊ ယွန်းထည်များနှင့် ပရိဘောဂများ ထုတ်လုပ်ခြင်း၊

(ဒ) အစိုးရခွင့်ပြုချက်ဖြင့် သတ္တုရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ ပြုပြင်ခြင်းနှင့် ထွက်ရှိသောကုန်ပစ္စည်းများကို ရောင်းချခြင်းလုပ်ကိုင်ရန်။

(ဓ) လက်ဝတ်ရတနာ အမျိုးမျိုး ထည့်သွင်းသိမ်းဆည်းနိုင်သည့် ဗူး နှင့် အိတ် အစရှိသည်များကို ထုတ်လုပ်ခြင်း

ခြွင်းချက်။ ကုမ္ပဏီသည်အထက်ဖော်ပြပါရည်ရွယ်ချက်များကို ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့် ရပ်ဒေသ၌ဖြစ်စေ၊အချိန်ကာလအလိုက် တည်မြဲနေသောတရားဥပဒေများ၊အမိန့် ကြော်ငြာစာများ ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းရှင်များမှ အပ အခြား လုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း ၌အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းများ၊အမိန့်ကြော်ငြာစာများ၊အမိန့်များနှင့်လျော် ညီ သင့်တော်ခြင်း သို့မဟုတ် ၊ ခွင့်ပြုထားရှိခြင်းရှိမှ သာလျှင် လုပ်ငန်များကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**Victory Beam Far East Limited.** Room 3,23/F., King Palace Plaza, 52A Sha Tsui Road, Tsuen Wan, Hong Kong. **Represented by** **(a) Ms. Ho, Chi Ying** Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	Incorporated in Hong Kong. Chinese P P No. K01527091	99Shares	
2.	**Mr. Law, Hon Wing** Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	Chinese P P No. K03615582	1Share	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၅ ခုနှစ် [illegible] လ၊ (၁၁) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျီဝယ်ပ(ခ်) အင်တာနေရှင်နယ် (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကိုငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည်ငွေရင်း မှာ ကျပ် ၁,၀၀၀,၀၀၀,၀၀၀ /- (ကျပ် **သန်း တစ်ထောင်** တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀၀,၀၀၀ /- (ကျပ် **တစ်သိန်း** တိတိ) တန် အစုရှယ်ယာပေါင်း (၁၀,၀၀၀) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများ နှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့်ပြင်ဆင် နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည်ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း ပျောက်ဆုံးခြင်းသို့မဟုတ်ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။

လှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသောငွေများကိုအခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်း အတွက် ဒါရိုက်တာများကသတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန်တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်းသို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂)ဦး ထက်မနည်း၊ (၁၅)ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -

(1) Ms. Ho, Chi Ying

(2) Mr. Law, Hon Wing

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သောသတ်မှတ်ချက်များ၊ညာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီးအခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့ကပေးအပ်သောအာဏာများအားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏အစုရှယ်ယာအနည်းဆုံး (၁)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန်အနည်းဆုံးဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။အစည်းအဝေးတွင်မည်သည့်ပြဿနာမဆိုပေါ်ပေါက်ပါက မန်နေဂျင်း ဒါရိုက်တာ၏အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည်နည်းလမ်းတကျခေါ်ယူ ကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံးအတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ်၁ တွင်ပေးအပ်ထားသောအထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများရှိရမည်ဟု အတိ အလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည် ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများသတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန်သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန် အပြင်ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများအခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များသတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ဆောင်ရွက်ခြင်းတို့ကိုပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန်သို့မဟုတ်အဆိုပါ ချေးငှားသောငွေကြေးများကိုပြန်လည်ပေးဆပ်ရန်အတွက်အာမခံများထားရှိရန်အပြင်၊အထူးသဖြင့်ဤကုမ္ပဏီ၏ဒီဘင်ချာများ၊ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသောရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့်နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကိုအပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီရယူထားသောအခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက်အားလုံး သို့မဟုတ် တစ်စိတ် တစ်ဒေသကိုငွေကြေးအားဖြင့် ပေးချေရန်၊သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများထုတ်ပေးရာ၌ငွေအပြည့်ပေးသွင်းပြီးသောအစုရှယ်ယာအနေဖြင့်သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသပေးသွင်းပြီးသော အစုရှယ်ယာများအနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ထုတ်ဝေပေးရန်နှင့်အဆိုပါငွေချေးစာချုပ်များ၊ဒီဘင်ချာများသို့မဟုတ်ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ် များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့်ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင်ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း အပေါင်ပြု၍သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်းဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ ၊ အတွင်းရေးမှူးများ ၊ အရာရှိများ ၊ စာရေးများ ၊ ကိုယ်စားလှယ်များနှင့်ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း ၊ ဆိုင်းငံ့ထားခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါပုဂ္ဂိုလ်တို့၏ တာဝန်များ ၊ အာဏာများ၊လစာငွေများ၊ အခြားငွေကြေးများကိုသတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်းသင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆိုကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊တစ်စိတ်တစ်ဒေသကိုဖြစ်စေဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့်တွဲဖက်၍ မန်နေးဂျင်းဒါရိုက်တာ၊ အထွေထွေမန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာအားလုံးကိုဖြစ်စေ၊ အချို့အဝက်ကို ဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သောမည်သည့်စည်းကိုမဆိုကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပက်သက်၍လိုအပ် သောစာချုပ်စာတမ်းများချုပ်ဆိုပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ်ဤကုမ္ပဏီအပေါ် သို့မဟုတ်ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆိုအရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီကရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသောကြွေးမြီများနှင့်ပက်သက်၍ ပေးဆပ်ရန်အချိန်ကာ လရွှေ့ဆိုင်းခွင့်ပြုခြင်း၊ သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ်ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေးခုံသမာဓိထံ သို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ ထံသို့ ဖြေရှင်းရန်အတွက်အပ်နှံရန်အ ပြင် ဖြန်ဖြေရေးခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသော တောင်းဆိုချက် ၊ တောင်းခံချက်များနှင့်ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေး များအတွက်ပြေစာများပြုလုပ် ထုတ်ပေးခြင်း ၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်း များကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း ၊ ကြွေးမြီမဆပ်နိုင်ခြင်းကိစ္စများနှင့် ပက်သက်၍ကုမ္ပဏီ၏ကိုယ်စားဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ ၊ ချက်လက်မှတ်များ ၊ ဝန်ခံကတိစာချုပ်များ ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ ၊လျှော်ပစ်ခြင်းများ၊ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စားမည်သူက လက်မှတ်ရေးထိုးခွင့်ရှိသည်ကိုစီစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆပါက သင့်လျော်လျောက်ပတ်သောနည်းလမ်းများဖြင့်လတ် တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံပစ္စည်းပါသည်ဖြစ်စေ၊ မပါသည် ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထား သောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ (သို့မဟုတ်)အခြား ပုဂ္ဂိုလ်များကကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်)ပစ္စည်းများကိုဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟုယူဆပါကဆောင်ရွက်ခွင့်ပြုရန်။အဆို ပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့်အာဏာနှင့် အခြားသော သဘောတူညီထားသည့်တရားဝင် သဘောတူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက် များပေါ် ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီက ခန့်အပ်ထားသော မည်သည့်အရာရှိ (သို့မဟုတ်) ပုဂ္ဂိုလ်မဆိုအတိအကျဆောင်ရွက်ခဲ့ သည့်လုပ်ငန်းသို့မဟုတ် ဆောင်ရွက်မှု တစ်ခုအတွက်ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏အထွေထွေအမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့်အဆိုပါကော်မရှင် များ ၊ အမြတ်များခွဲဝေပေးခြင်းစသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ်တစ်စိတ်တစ်ဒေသ အဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများစည်းကမ်းချက်များ ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ပြင်ဆင် ခြင်း၊ ဖြည့်စွက်ခြင်းများဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့် ဖြစ်စေ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေလို အပ်သည်ဟုယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက် စာချုပ်ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်း ကောင်း ၊ ၎င်းတို့နှင့်စပ်လျဉ်းသောကိစ္စရပ်များကိုလည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော် လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်း ပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှတစ်ဆယ့်ရှစ်လအတွင်းအထွေထွေသင်းလုံးကျွတ်အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထို့နောက်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့်နေရာ များတွင် ပြက္ခဒိန် နှစ်တစ်နှစ်လျှင်အနည်းဆုံးတစ်ကြိမ်(နောက်ဆုံးကျင်းပသည့် အထွေအထွေအစည်း အဝေးကြီး နှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် တက်ရောက်သော မည်သည့်သင်းလုံးကျွတ်အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့်ပတ်သတ်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်နည်းစိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော)အစုရှင်များကိုယ်တိုင် တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောက်ရွက်ရန် အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက်နှစ်ဦးတည်းသာရှိသည့်ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေးအထမြောက်ရန်သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့်အမြတ်ဝေစုကိုကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသောငွေပမာဏထက်မကျော်လွန်စေရ။သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့်အမြတ်ပမာဏမှအပ အမြတ်ဝေစု ကိုခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မှီသူ ပုဂ္ဂိုလ်တစ်ဦးအားအထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မှီသူများ အားရုံးဝန်ထမ်း အဖြစ်ခန့်အပ်မည်ဖြစ်သည်။ လစာ ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များ ကဲ့သို့သောဥာဏ် ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်း သတ်မှတ်ချက်များကို သင်းလုံးကျွတ်အစည်းအဝေး က အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်းလည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်း စာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များ နှင့်အညီထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေသုံးငွေများ၏ပမာဏနှင့် ၎င်းရငွေသုံးငွေများပေါ်ခြင်းနှင့်စပ်လျဉ်းသည့်အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ် အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများသို့မဟုတ် ဒါရိုက်တာများကသင့်လျော်သည်ဟု ထင်မြင်ယူဆသောအခြားနေရာများတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**Victory Beam Far East Limited.** Room 3,23/F., King Palace Plaza, 52A Sha Tsui Road, Tsuen Wan, Hong Kong. **<u>Represented by</u>** **(a) Ms. Ho, Chi Ying** Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	Incorporated in Hong Kong. Chinese P P No. K01527091	99Shares	
2.	**Mr. Law, Hon Wing** Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	Chinese P P No. K03615582	1Share	

ရန်ကုန်။ နေ့စွဲ ၂၀၁၅ ခုနှစ်၊ ဖေဖော်ဝါရီ လ၊ (၁၁)ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

JEWEL PAK INTERNATIONAL (MYANMAR) COMPANY LIMITED

I. The name of the Company is ' **SUNAN HUNG TAK APPAREL LIMITED** '.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks **1,000,000,000 /-** (Kyats - **One Thousand Million** Only) divided into (**10,000**) shares of Ks. **100,000** (Kyats- **One Hundreds Thousands** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(1) To carry on the business of manufacturing ,growing , milling and preserving ect;of the following commodities permitted by the Government,either solely on its own or Joint- venture with any local or foreign partners.

(a) Growing producing,harvesting,preserving packing, milling and manufacturing of agricultural and fram products.

(b) Feeling ,extracting (with the permission from the authories concerned)milling manufacturing, preserving and seasoning of timber(excluding,teak) and forest products.

(c) Livestock breeding, processing and canning of livestock products.

(d) Fishing, preserving , milling, canning and processing of marine products.

(e) Producing fertilizers,insecticides and animal feeds.

(f) Manufacturing of personal goods.

(g) Manufacturing of household goods.

(h) Manufacturing of Vehicles, Machinery and spares.

(i) Manufacturing of arts and crafts, lacquerwares and furniture.

(j) Manufacturing of construction materials and paints.

(k) Manufacturing of factory utencils.

(l) Manufacturing of electrical and electronic goods.

(m) Manufacturing of Textile and garment and clothings.

(n) To carry on the business of exploration , explotation, production, processing of minerals and marketing of its products with the permission of the Goverments.

(o) To carry out the manufacturing of Manufacturing of jewellery packaging products.

Proviso:- *Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the laws. Orders and Notications in force from time to time and only subject to such to such permission and or approval as may be prescribed by the laws.Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**Victory Beam Far East Limited.** Room 3,23/F., King Palace Plaza, 52A Sha Tsui Road, Tsuen Wan, Hong Kong. **Represented by** **(a) Ms. Ho, Chi Ying** Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	Incorporated in Hong Kong. Chinese P P No. K01527091	99Shares	[signature]
2.	**Mr. Law, Hon Wing** Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	Chinese P P No. K03615582	1Share	[signature]

Yangon. Dated the 11 day February, 2015

It is hereby certified that the persons mentioned above put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

JEWEL PAK INTERNATIONAL (MYANMAR) COMPANY LIMITED

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the folowing Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to applyy to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The number of members of the Company, exclusive of persons who are in the emplooyment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The Authorised Capital of the Company is Ks. **1,000,000,000** /- (Kyats **Ten Thousand Million** only) divide into (**10,000**)each of Ks. **100,000** /- (Kyats **One Hundreds Thousands** Only) each, with power in General Meeting either to mcrease, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisionsfor the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claim and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts , releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange , cheques, promissory notes, receipts, endorsements, releases, contracts, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit , and from time to time vary or realize such investment.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profit of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company of any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person , firm or Company or bank or financial organization of local or abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save herein,otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members)personally present, shall from a quorum for all purposes. And if and when in the case of there are only two, number of member in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs . The remunerations and allowances such as salaries, traveling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the General Meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to: -

    (1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

    (2) all sales and purchases of goods by the Company;

    (3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Director during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal , and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director , Auditor , Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation there to.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification, thereupon , the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**Victory Beam Far East Limited.** Room 3,23/F., King Palace Plaza, 52A Sha Tsui Road, Tsuen Wan, Hong Kong.	Incorporated in Hong Kong.	99Shares	
	Represented by **(a) Ms. Ho, Chi Ying** Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	Chinese P P No. K01527091		
2.	**Mr. Law, Hon Wing** Flat B, 23/F., Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	Chinese P P No. K03615582	1Share	

Yangon. Dated the 11 day February of , 2015

It is hereby certified that the persons mentioned above

VICTORY BEAM FAR EAST LIMITED

荃灣沙咀道 52A 號皇廷廣場 23 樓 3 室
ROOM 3, 23/F., KING PALACE PLAZA.,
52A SHA TSUI RD., TSUEN WAN, HONG KONG
TEL : (852) 2417 3445 FAX : (852) 2417 3413
E-mail : jewelpak@netvigator.com

Corporate Social Responsibility Program of Jewel Pak International (Myanmar) Co., Ltd

For **Jewel Pak International (Myanmar)** Co., Ltd We will provide based on our parent company experience and needs of area where we operate. Out of CSR fund (2 % on net profit), we plan to use as follows.

(1) 50% of Fund will provide the Education support to students and schools around Yangon Region

(2) 50% of fund the will support the promote public health services around the region.

Your faithfully

Miss Ho,Chi Ying
The Promoter

VICTORY BEAM FAR EAST LIMITED

[illegible] 52A [illegible] 23 樓 3 室

[illegible]

[illegible]

[illegible]

E-mail : [illegible]

To

Chairman

Myanmar Investment Commission

Yangon Region.

Date: [illegible] January 2015

Subject: :Undertaking Letter

This letter is to inform you that in accordance with the Myanmar Foreign Investment Law. We, " Jewel Pak International (Myanmar) Co., Ltd " agree to pay the prescribed Income Tax, if the total amount salary of the workers exceed Two Million Kyats .

With best regards,

Miss.Ho,Chi Ying

The Promoter

VICTORY BEAM FAR EAST LIMITED

荃灣沙咀道 52A 號皇廷廣場 23 樓 3 室
ROOM 3, 23/F., KING PALACE PLAZA.,
52A SHA TSUI RD., TSUEN WAN, HONG KONG
TEL (852) 2417 3445 FAX (852) 2417 3413
E-mail : jewelpak@netvigator.com

Environmental Conservation of Jewel Pak International (Myanmar) Co., Ltd

Jewel Pak International (Myanmar) Co.,Ltd is 100% foreign owned by company established under the Myanmar foreign investment Law. We, Jewel Pak International (Myanmar) Co.,Ltd shall be responsible for the protection as well as perseveration of environment in and around the area of the project site Jewel Pak International (Myanmar) Co.,Ltd shall be able to control pollution of air, water and land ,and not to cause environment degradation. Our Company takes necessary measures in order to fulfill environmental protection such as installing of the waste water treatment plant and other treatment producer to keep the project site environmental friendly. The Factory grounds as well as the approach roads will have suitable shady side walks, flowering plants and trees and ever green labors.

Arrangement will be made for plantation of tree, gardens and grass field in the campus, ventilation, good drainage, disposing waste in accordance with rules at places determined by industrial zone management committee, etc.

With Regards

Miss. Ho Chi Ying

The Promoter

VICTORY BEAM FAR EAST LIMITED

荃灣沙咀道 52A 號皇廷廣場 23 樓 3 室
ROOM 3, 23/F, KING PALACE PLAZA,
52A SHA TSUI RD., TSUEN WAN, HONG KONG
TEL : (852) 2417 3445 FAX : (852) 2417 3413
E-mail : jewelpak@netvigator.com

Welfare Plan of Jewel Pak International (Myanmar) Co., Ltd

Jewel Pak International (Myanmar) is 100% foreign owned by company estiblished under the Myanmar foreign investment Law.The company intend to carry out the Manufacturing of jewellery packaging products on CMP basis with the number (400) of staff. In order that the staff may enjoy proper welfare commensurate with that of a prestigious co. set up a plan for its employees as its

- To promote and maintain all employees for strong health ,health mind and good living
- To arrange ferries for Workers daily with proper vehicles.
- To arrange the purified drinking water system.
- Do not bring food and beverage into the work place but allow foods & snack shops around the factory area during the lunch time.
- All worker must comply to safety manual
- To grant gazette holidays according to the Myanmar Official Calendar.
- Based on the performance of the company, annual bonus will be declared and paid out to each employee before the Myanmar New Year (Water Festival). The amount of bonus will be in accordance with the amount of profit earned by the company .

Faithfully your,

Miss Ho, Cgi Ying
The Promoter

VICTORY BEAM FAR EAST LIMITED

荃灣沙咀道 52A 號皇廷廣場 23 樓 3 室
ROOM 3, 23/F., KING PALACE PLAZA.,
52A SHA TSUI RD., TSUEN WAN, HONG KONG
TEL : (852) 2417 3445 FAX : (852) 2417 3413
E-mail : jewelpak@netvigator.com

<u>Fire Protection of Jewel Pak International (Myanmar) Co., Ltd</u>

Jewel Pak International (Myanmar) Co., Ltd have established a universal stand company in Manufacturing of jewellery packaging products according to the Foreign Investment Law. Our company will be undertaking the manufacturing works the jewellery packaging for that purpose we have applied for the approval of Myanmar Investment Commission in accordance with the Foreign Investment Law.

For the prevention of fire Hazards, as we will be Manufacturing of jewellery packaging products we are very much aware of the fire hazards and have planned the construction of our factory buildings with R.C (reinforced concrete) and have a large series of modern fire extinguishers, sand bags and sand pits with the essential shovels, pitch axes, hooks and flats ready at hand in every sub-section of the factory.

As for fire protection, sufficient fire extinguishers will be placed. In addition, awareness talk for protection will be held and workers will be sent to trainings administered by Fire Bridge. Moreover, smoking places will be provided for smoking workers. We undertake to follow rules and directives in force for fire protection.

Best Regards,

Miss.Ho,Chi Ying

The Promoter

၆၈၄/

သို့

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာန
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ ဒီဇင်ဘာ လ ၁၅ ရက်

အကြောင်းအရာ။ ကုမ္ပဏီအမည် စစ်ဆေးခွင့်နှင့် ကုမ္ပဏီဆိုင်ရာ မှတ်ပုံတင်လိုပါသဖြင့် တင်ပြခြင်း (မြန်မာ/အင်္ဂလိပ် နှစ်မျိုးဖြင့် ဖော်ပြပေးပါရန်)

၁။ ကျွန်တော်/ကျွန်မတို့သည် အောက်ပါအမည်ဖြင့် ကုမ္ပဏီဖွဲ့စည်း မှတ်ပုံတင်လိုပါသဖြင့် ကုမ္ပဏီအမည်အား စစ်ဆေးပေးနိုင်ပါရန် ကုမ္ပဏီဆိုင်ရာ အချက်အလက်များနှင့်အတူ ပူးတွဲတင်ပြလျှောက်ထားအပ်ပါသည်။ (အမည်တူ/လုပ်ငန်းကွဲ ကုမ္ပဏီဖြစ်ပါက ဖော်ပြရန်)

(မြန်မာ) ဂျူးဝယ် ပက် အင်တာနေရှင်နယ် (မြန်မာ) ကုမ္ပဏီ လီမိတက်

(အင်္ဂလိပ်) Jewel Pak International (Myanmar) Co., Ltd.

(လုပ်ငန်း) Manufacturing

၂။ သတ်မှတ်မတည်ငွေရင်း - USD 1000000/-
ရှယ်ယာတစ်စုတန်ဖိုး - USD 100/-
အစုရှယ်ယာပေါင်း -
ကနဦးထည့်ဝင်မည့် မတည်ငွေရင်း - USD 500,000/-

၃။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ထက်မနည်း၊ (၁၅) ဦးထက် မများစေရ။

၄။ ဒါရိုက်တာတစ်ဦး ဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (–)ကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ ပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၅။ ကုမ္ပဏီ ရုံးခန်းလိပ်စာနှင့် ဆက်သွယ်ရန် ဖုန်းနံပါတ်
(ရုံးခန်းလိပ်စာ) No. 498, Padauk Street, Shwe Lin Ban Industrial Zone, Hlaing Tharyar Township, Yangon Region.

(ဖုန်းနံပါတ်)

၆။ အဆိုပြု ဒါရိုက်တာများစာရင်း (မြန်မာ/အင်္ဂလိပ် နှစ်မျိုးဖြင့် ဖော်ပြပေးပါရန်)

စဉ်	အဆိုပြု ဒါရိုက်တာများ၏ အမည်နှင့်ဖုန်းနံပါတ်	နိုင်ငံသား မှတ်ပုံတင်အမှတ်	အဆိုပြု ဒါရိုက်တာများ၏ နေရပ်လိပ်စာ	ကနဦး ထည့်ဝင်မည့် အစုရှယ်ယာ
1.	Victory Beam Far East Limited. Represented By Ms. Ho, Chi Ying	- P.P No: K01527091	Room 3, 23/F., King Palace Plaza, 52A Sha Tsui Road, Tsuen Wan, Hong Kong.	99 Share
2.	Mr. Law, Hon Wing	P.P No : K03615582	Flat B, 23/F, Block 9, Parc Palais, 18 Wylie Road, Kowloon, Hong Kong.	1 share

မှတ်ချက်။ အုပ်ချုပ်မှုဒါရိုက်တာပြုလုပ်မည့်သူ၏ အမည်ကို အမှတ်စဉ်(၁)တွင် ဖော်ပြပေးပါရန်

၇။ ဆောင်ရွက်မည့် လုပ်ငန်းရည်ရွယ်ချက်များ (မြန်မာ/ အင်္ဂလိပ် နှစ်မျိုးဖြင့် ဖော်ပြပေးရန်)

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လျှောက်ထားသူ လက်မှတ်

အမည် Pyae Phyo Kyaw

မှတ်ပုံတင်အမှတ် 12/Tha La Na (N) 128727